Palmdale Hybrid Power Project

Supplemental Responses from the July 9, 2009 Committee Conference

Docket 08-AFC-9

DOCKET
08-AFC-9
DATE JUL 22 2009
RECD JUL 23 2009

Submitted on Behalf of

PALMDALE
a place to call home

Submitted by

Inland Energy, Inc.

Submitted to
California Energy Commission
July 22, 2009

Prepared by

AECOM

PALMDALE HYBRID POWER PROJECT

Supplemental Responses from the
July 9, 2009 Committee Conference
Docket No. 08-AFC-9

Submitted on behalf of:
City of Palmdale

by:
Inland Energy, Inc.

Submitted to:
California Energy Commission

Prepared by:
AECOM Environment

July 22, 2009

AECOM Environment
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AECOM

July 22, 2009

VIA Overnight Mail Service

CALIFORNIA ENERGY COMMISSION
Attn: Docket No. 08-AFC-9
1516 Ninth Street, MS-4
Sacramento, CA 95814-5512

Re: City of Palmdale Hybrid Power Project – Docket No. 08-AFC-9

Dear Sir/Madam:

Pursuant to the California Code of Regulations, title 20, sections 1209, 1209.5, and 1210, enclosed herewith for filing please find **Applicant's Supplemental Responses From the July 9, 2009 Committee Conference**.

Please note that the enclosed submittal was filed today via an overnight mail service to your attention and to all parties via regular mail to all parties on the attached proof of service list.

Very Truly Yours.

Sara J. Head
Applicant's Consultant, Project Manager

Enclosure

cc: 08-AFC-9 Proof of Service List (with enclosure, via U.S. Mail)

PALMDALE HYBRID POWER PROJECT

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July 22, 2009

PALMDALE HYBRID POWER PROJECT (08-AFC-9) Supplemental Responses from July 9, 2009 Committee Conference	
Overview	**Response Date: July 22, 2009**

At the request of the City of Palmdale (Applicant), the Committee designated by the Energy Commission to conduct proceedings on the Application for Certification (AFC) for the Palmdale Hybrid Power Project (PHPP) scheduled a Committee Conference on July 9, 2009. The Committee's initial Scheduling Order for PHPP dated December 16, 2008 indicated that a Preliminary Staff Assessment (PSA) would be issued on March 16, 2009 based on a standard 12-month AFC schedule. The City is gravely concerned that review of the project is considerably behind schedule, which is jeopardizing the City's ability to obtain federal stimulus funding for the PHPP. The primary purpose of the Committee Conference was to establish a new schedule for the PHPP proceedings.

The discussions held with Staff before and during the Committee Conference were fruitful and resolved several of the items that Staff felt were impeding its ability to complete the analyses needed for the PSA. In particular, Staff requested additional information about the following:

Air Quality: Emission Reduction Credits

Biology: Location of potential mitigation lands

Transmission Engineering: Location and design of the transmission line

Water: Verification of the availability of reclaimed water

This submittal provides Applicant's detailed and complete responses to Staff's requests. Staff now has all of the additional information that it has indicated is necessary to complete the PSA.

Following are responses to data requests made by the Staff at the Committee Conference pertaining to emission reduction credit (ERC) plans for the PHPP.

Data Request CC-AQ1:

> As required by Antelope Valley Air Quality Management District (AVAQMD) rules, provide assurances from the California Air Resources Board (CARB) and the U.S. Environmental Protection Agency (EPA) that the proposal to offset particulate emissions with road paving credits, and the methodology for generating such credits, are acceptable.

Response:

AVAQMD rules do not require CARB or EPA approval of Applicant's proposal to utilize road paving ERCs to offset PHPP's PM10 emissions. Use of such offsets is authorized by AVAQMD Rule 1305(B)(3)(d), which authorizes use of area and indirect source ERCs as offsets, provided that certain requirements are satisfied. The rule does not require the approval of such use by CARB or EPA under the circumstances applicable to PHPP.

Rule 1305(B)(3)(d)(iv) only requires EPA approval for Federal Major Facilities in a federal non-attainment area. Since the Antelope Valley Air Basin is designated attainment for the federal PM10 standards, this provision does not apply to PHPP's proposed use of road paving ERCs.

Rule 1305(B)(3)(d)(iii) does require CARB "concurrence," as opposed to "approval," before any offsets can be issued. CARB has been provided the opportunity to comment on the AVAQMD's Preliminary Determination of Compliance (PDOC) and Revised PDOC, both of which included the proposal to offset PM10 emissions through road paving. CARB did not comment on the PDOC, and CARB is not expected to comment on the Revised PDOC. The absence of any objection from CARB is deemed by the AVAQMD as concurrence with the proposal. No explicit approval by CARB is required by Rule 1305(B)(3)(d)(iii).

Applicant notes that use of actual emission reductions (AERs) from area and indirect sources as offsets, which is authorized by AVAQMD Rule 1305(B)(3)(c), does require CARB and EPA approval of the formula used to calculate the AERs. This may be the AVAQMD rule to which Staff is referring. AERs may be, but are not necessarily, banked pursuant to AVAQMD Rule 1309. Typically, they are contemporaneous reductions at the same facility used to offset new emission sources at the facility. In the case of PHPP, the Applicant will bank ERCs pursuant to Rule 1309, and therefore, 1305(B)(3)(d) is the applicable provision.

As noted in the revised PDOC, AVAQMD intends to require the use of the same formulas for the calculation of the ERCs from road paving that EPA has approved elsewhere, e.g., MDAQMD Rule 1406.

Data Request CC-AQ2:

Provide evidence that the Applicant has engaged in discussions with holders of specific emission reduction credits (ERCs) in the San Joaquin Valley Air Pollution Control District (SJVAPCD) ERC bank that would be available for purchase.

Response:

Applicant has retained the services of an emission offset broker, Evolution Markets Inc., to identify NOx and VOC certified and banked emission reduction credits (ERCs) in the San Joaquin Valley Air Pollution Control District (SJVAPCD) that would be available for sale and transfer to the AVAQMD for use as emission offsets for the PHPP. As indicated in the attached e-mail message from Samantha Unger of Evolution Markets, they have identified a seller who holds sufficient NOx and VOC ERCs to meet the needs of the PHPP, and who is willing to enter into a transaction to sell the ERCs to Applicant. As further explained by Ms. Unger, until such time as an agreement has been executed for the acquisition of the offsets, Evolution Markets is not at liberty to disclose the identity of the seller or the ERCs. However, as discussed at the Committee Conference, this should not impede the ability of the Staff to evaluate the effectiveness of the proposed ERCs for meeting applicable laws, ordinances, regulations and standards or the requirements of the California Environmental Quality Act. Applicable AVAQMD rules do not make any distinctions between different banked and certified ERCs that might be transferred from the SJVAPCD to offset PHPP emissions. For example, there are no “distance ratios” or other requirements which might apply differently depending on the specific type or location of the ERCs proposed for transfer.

Data Request CC-AQ3:

Demonstrate that the road segments proposed for paving have sufficient traffic to provide the necessary PM10 ERCs.

Response:

Applicant provided a list of 11 road segments out of 38 potential dirt roads in response to Data Request 103 in Applicant’s May 1, 2009 response submittal. The City of Palmdale has collected traffic information on these roads using methodologies acceptable to AVAQMD. Potential emission reductions of both PM10 and PM2.5 were calculated based on these traffic counts and using the default silt content and moisture content factors from MDAQMD Rule 1406. The results of the calculations are shown in the attached Table A3. Based on the PHPP total annual potential emissions provided in Table 5.2-27R in the May 1, 2009 Response to Data Request 114, PHPP will require 136.4 tons per year (tpy) of PM10 offsets. Table A3 indicates that over 414 tpy of credits could be provided from these road segments, and that paving as few as the approximately four miles of roads highlighted would provide more than enough (147.2 tpy) PM10 credit for PHPP.

Table A3. Potential Emission Reductions from Paving Unpaved Roads

Street	From	To	Length (mi)	Week Day Volume (trips/day)	Weekend Volume (trips/day)	Annual VMT (mi/yr)	PM10 Reduction (tpy)	PM2.5 Reduction (tpy)
Avenue B	90th Street West	30th Street West	6	15	14	32,136	18.8	1.88
Avenue S-2	96th Street East	106th Street East	1	102	85	35,360	20.7	2.06
110th Street East	Avenue L	Columbia Way / Avenue M	1	140	57.4	42,370	24.8	2.47
40th Street West	Avenue N	Avenue N-8	0.5	280	257	49,764	29.1	2.90
Avenue Q	90th Street East	110th Street East	2	74	66	52,208	30.5	3.05
Avenue S-6	96th Street East	106th Street East	1	149	155	54,860	32.1	3.20
Barrel Springs Road	Sierra Highway	25th Street East	1.5	125	86	62,166	36.3	3.63
Avenue T-10	87th Street East	96th Street East	1	171	171	62,244	36.4	3.63
Avenue N-8	Bolz Ranch Road	30th Street West	1.5	157	151	84,786	49.6	4.95
Avenue G	90th Street East	120th Street East	3	115	4	90,948	53.2	5.31
Carson Mesa Road	El Sastre	Vincent View Road	4	106	76	141,856	82.9	8.28
Totals						**708,698**	**414**	**41.4**

Annual VMT [mi/yr] = segment length [mi] x (weekday volume [trips/day] x 5 [weekdays/week] x 52 [weeks/yr] + weekend volume [trips/day] x 2 [weekend days/week] x 52 [weeks/yr])

Emission reduction [tpy] = emission factor reduction [lb/mi] x annual VMT [mi/yr] / 2000 [lb/ton]

Factors used for the calculations shown in Table A3 are as follows:

Unpaved Road Emission Factors

Emission factor [lb/mi] = k (silt content [%] / 12)^{a} (vehicle speed [mph] / 30)^{d} / (moisture content [%] / 0.5)^{c}

k =	1.8	PM10
	0.18	PM2.5
a =	1	PM10 and PM2.5
c =	0.2	PM10 and PM2.5
d =	0.5	PM10 and PM2.5
silt content =	11	%
vehicle speed =	20	Mph
moisture content =	1	%
Emission factor =	1.17	lb/mi, PM10
	0.117	lb/mi, PM2.5

Paved Road Emission Factors

Emission factor [lb/mi] = k (silt loading [g/m^2] / 2)$^{0.65}$ (vehicle weight [tons] / 3)$^{1.5}$

k =	0.016	PM10
	0.0024	PM2.5
silt loading =	0.23	g/m^2
vehicle weight =	3.0	Tons
Emission factor =	0.00392	lb/mi, PM10
	0.000588	lb/mi, PM2.5

Emission Factor Reduction from Paving

Emission factor reduction [lb/mi] = Unpaved emission factor [lb/mi] - Paved emission factor [lb/mi]

EF reduction =	1.17	lb/mi, PM10
	0.117	lb/mi, PM2.5

Attachment: Email from Samantha Unger, Evolution Markets

From: Samantha Unger [mailto:SUnger@evomarkets.com]
Sent: Monday, July 20, 2009 10:19 AM
To: Carroll, Michael
Subject: Evolution Markets - San Joaquin ERCs

Mike,

As you know, we have been working with your client, Inland Energy, to identify certified NOx and VOC emission reduction credits in the San Joaquin Valley Air Pollution Control District that are available for sale to potentially be used as offsets for the Palmdale Hybrid Power Plant (PHPP) pending the approval of both air districts.

As per your request, I am able to confirm that we do have a client with over 150 tons of NOx and 50 tons of VOC ERCs available for sale currently in the San Joaquin Valley. These credits are available for sale on an outright or contingent forward basis. I cannot disclose the identity of our client or the certificate numbers of the ERCs without an agreement in place. If the applicant was to purchase the ERCs outright using the standard confirmation letter, the certificate numbers would be available immediately. If the applicant were to purchase these credits on a contingent forward basis, the certificate numbers would be available upon the execution of a contract. I hope that this information is helpful.

Please let me know if you have any questions. 914.323.0267

Sincerely,

Samantha Unger

Evolution Markets Inc.

www.evomarkets.com

EVOLUTION MARKETS

Samantha Unger - Director, California Emissions Markets
Evolution Markets Inc.

10 Bank Street :: White Plains, NY 10606
P: NY: 914.323.0267, CA: 415.963.9150
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sunger@evomarkets.com

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PALMDALE HYBRID POWER PROJECT (08-AFC-9) Supplemental Responses from July 9, 2009 Committee Conference	
Technical Area: Biological Resources	**Response Date: July 22, 2009**

During the Committee Conference on July 9, 2009, Staff identified specific additional information in the area of Biological Resources that was necessary in order for Staff to complete the Preliminary Staff Assessment. The specific requests, and Applicant's responses, are set forth below.

Data Request CC-B1:

In order to develop mitigation requirements, California Department of Fish and Game (CDFG) staff would prefer to have an idea of where potential mitigation lands will be located. Hence Staff requested that Applicant provide a map depicting potential compensation mitigation lands employing the compensation lands criteria discussed at the Committee Conference.

Response:

1) A map depicting potential compensation mitigation lands is being provided separately under confidential cover. The criteria to be used for selecting compensation lands are provided below.

The compensation lands selected for acquisition shall:

a) be in the western Mojave Desert;

b) provide habitat that is at least as good as that on the PHPP site;

c) be adjacent to or in the vicinity of larger blocks of lands that are already protected so a larger block of protected land will result;

d) be connected to or in close proximity to lands currently occupied by Mohave ground squirrel, ideally with populations that are stable, recovering, or likely to recover;

e) not have a history of intensive recreational use, grazing, or other disturbance that habitat recovery and restoration might be infeasible;

f) not be characterized by high densities of invasive species, either on or immediately adjacent to the parcels under consideration, that might jeopardize habitat recovery and restoration; and

g) not be encumbered by easements or uses that would preclude fencing of the site or preclude management of the site for the primary benefit of the species for which mitigation lands were secured.

(2) Review and Approval of Compensation Lands Prior to Acquisition:

A minimum of two months prior to acquisition of compensation lands, the project owner, or a third-party approved by the CEC Compliance Project Manager (CPM), in consultation with CDFG, shall submit a formal acquisition proposal to the CPM and CDFG describing the parcel(s) intended for purchase. This acquisition proposal shall discuss the suitability of the proposed parcel(s) as

compensation lands in relation to the criteria listed above. Approval from the CPM, in consultation with CDFG, shall be required for acquisition of all parcels comprising the required number of acres in advance of purchase (Applicant proposes to mitigate 321.54 acres based on its biological assessment).

Data Request CC-B2:

> The CDFG requires that a Streambed Alteration Agreement Notification form be submitted in order for it to review the Applicant's Preliminary Jurisdictional Waters report and confirm that no impacts to streambeds or washes will occur. Staff requests a copy of this Notification be provided.

Response:

A Notification of Lake or Streambed Alteration for the PHPP was submitted to Erinn Wilson at the CDFG on July 10, 2009, as requested by Ms. Wilson on July 6, 2009. A copy of the Notification and accompanying cover letter is attached hereto.

Biology Attachment

July 17, 2009

Ms. Erinn Wilson
California Department of Fish and Game - Region 5
18627 Brookhurst Street, # 559
Fountain Valley, Ca 92708-6748

Subject: Palmdale Hybrid Power Project, Palmdale, California

Dear Ms. Wilson:

As you requested during our call on July 7, 2009, attached please find a revised Notification of Lake or Streambed Alteration for the Palmdale Hybrid Power Project (Project), indicating that a permit fee of $4,000 is being paid. As we explained during our July 6, 2009, call, in our cover letter to you dated July 10, 2009, and in our July 7, 2009 call, we do not believe the Project requires a Streambed Alteration Agreement because it will not substantially divert, obstruct, alter, or dispose of debris into any water of the State. Accordingly, we did not provide the permit fee to you when we initially submitted the Notification. Nonetheless, based on your representation to me that you may not review the Notification until the fee is paid, we are submitting the enclosed permit fee in the amount of $4,000. It is our understanding that the permit fee will be returned in full if the California Department of Fish and Game concurs that no Streambed Alteration Agreement is necessary.

Thank you for your prompt attention to this matter.

Sincerely,
AMEC Earth & Environmental, Inc.

Nick Ricono
Regulatory Specialist

cc: Ms. Sara Head, AECOM

AMEC Earth & Environmental, Inc.
9210 Sky Park Court, Suite 200
San Diego, CA 92123
Tel (858) 300-4300
Fax (858) 300-4301
www.amec.com

FOR DEPARTMENT USE ONLY

Date Received	*Amount Received*	*Amount Due*	*Date Complete*	*Notification No.*
	$	*$*		

STATE OF CALIFORNIA

DEPARTMENT OF FISH AND GAME

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

Name	Steve Williams (City Manager)		
Business/Agency	City of Palmdale		
Street Address	38300 Sierra Highway, Suite A		
City, State, Zip	Palmdale, CA 93550		
Telephone	(661) 267-5115	Fax	
Email	swilliams@cityofpalmdale.org		

2. CONTACT PERSON (*Complete only if different from applicant*)

Name	Nick Ricono (AMEC)		
Street Address	9120 Sky Park Court, Suite 200		
City, State, Zip	San Diego, CA		
Telephone	(858) 300-4332	Fax	
Email	nick.ricono@amec.com		

3. PROPERTY OWNER (*Complete only if different from applicant*)

Name	Same as Applicant		
Street Address			
City, State, Zip			
Telephone		Fax	
Email			

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name: Palmdale Hybrid Power Project

B. Agreement Term Requested:

- ☑ Regular (*5 years or less*)
- ☐ Long-term (*greater than 5 years)*

C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (*year*)	Ending (*year*)	Start Date (*month/day*)	End Date (*month/day*)	
2009	2014	11/09	12/14	

5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.

A.	☑ Standard *(Most construction projects, excluding the categories listed below)*	
B.	☐ Gravel/Sand/Rock Extraction (*Attachment A*)	*Mine I.D. Number:* _____
C.	☐ Timber Harvesting (*Attachment B*)	THP *Number:* _____
D.	☐ Water Diversion/Extraction/Impoundment (*Attachment C*)	*SWRCB Number:* _____
E.	☐ Routine Maintenance (*Attachment D*)	
F.	☐ DFG Fisheries Restoration Grant Program (FRGP)	*FRGP Contract Number:* _____
G.	☐ Master	
H.	☐ Master Timber Harvesting	

6. FEES

Please see the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. ***Note: The Department may not process this notification until the correct fee has been received.***

	A. Project	B. Project Cost	C. Project Fee
1	Palmdale Hybrid Power Project		$4,000.00
2			
3			
4			
5			
		D. Base Fee *(if applicable)*	
		E. TOTAL FEE ENCLOSED	$4,000.00

7. PRIOR NOTIFICATION OR ORDER

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?

☐ Yes (*Provide the information below*) ☑ No

Applicant: _____ Notification Number: _____ Date: _____

B. Is this notification being submitted in response to an order, notice, or other directive ("order") by a court or administrative agency (including the Department)?

☑ No ☐ Yes (*Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.*)

☐ *Continued on additional page(s)*

8. PROJECT LOCATION

A. Address or description of project location.

(*Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway*)

The project occurs in the City of Palmdale and unincorporated portions of Los Angeles County. See maps included in JD Report (Appendix A).

☐ *Continued on additional page(s)*

B. River, stream, or lake affected by the project.	Waters to be avoided are identified on Figures in Appendix A
C. What water body is the river, stream, or lake tributary to?	Identified in Figures on Appendix A
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?	☐ Yes ☑ No ☐ Unknown
E. County	Los Angeles

F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. ¼ Section
Sites identified on Figures in Appendix A				

☐ *Continued on additional page(s)*

K. Meridian (*check one*) ☐ Humboldt ☐ Mt. Diablo ☑ San Bernardino

L. Assessor's Parcel Number(s)

Sites identified on Figures in Appendix A

☐ *Continued on additional page(s)*

M. Coordinates (*If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)*

Latitude/Longitude	*Latitude:*	*Longitude:*	
	☐ Degrees/Minutes/Seconds	☐ Decimal Degrees	☐ Decimal Minutes
UTM	*Easting:*	*Northing:*	☐ Zone 10 ☐ Zone 11
Datum used for Latitude/Longitude or UTM	☐ NAD 27	☐ NAD 83 or WGS 84	

9. PROJECT CATEGORY AND WORK TYPE *(Check each box that applies)*

PROJECT CATEGORY	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR/MAINTAIN EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	☐	☐	☐
Bank stabilization – rip-rap/retaining wall/gabion	☐	☐	☐
Boat dock/pier	☐	☐	☐
Boat ramp	☐	☐	☐
Bridge	☐	☐	☐
Channel clearing/vegetation management	☐	☐	☐
Culvert	☐	☐	☐
Debris basin	☐	☐	☐
Dam	☐	☐	☐
Diversion structure – weir or pump intake	☐	☐	☐
Filling of wetland, river, stream, or lake	☐	☐	☐
Geotechnical survey	☐	☐	☐
Habitat enhancement – revegetation/mitigation	☐	☐	☐
Levee	☐	☐	☐
Low water crossing	☐	☐	☐
Road/trail	☐	☐	☐
Sediment removal – pond, stream, or marina	☐	☐	☐
Storm drain outfall structure	☐	☐	☐
Temporary stream crossing	☐	☐	☐
Utility crossing : Horizontal Directional Drilling	☐	☐	☐
Jack/bore	☑	☐	☐
Open trench	☐	☐	☐
Other *(specify)*:	☐	☐	☐

10. PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included.

- Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake.
- Specify the type and volume of materials that will be used.
- If water will be diverted or drafted, specify the purpose or use.

Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details; the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area.

The Project includes a 570-megawatt solar thermal electrical generation facility, to be constructed in the City of Palmdale and unincorporated areas of Los Angeles County. The Project includes a 333-acre power plant site, 50-acre construction laydown area, 35.6-mile transmission line, 7.4 mile reclaimed water pipeline, 8.7-mile natural gas supply pipeline and a 1-mile sanitary wastewater pipeline. The JD Report included in Appendix A identifies multiple waters in the project area as jurisdictional Waters of the State of California under the State Fish and Game Code.

The project has been designed to avoid impacts to jurisdictional waters through implementation of avoidance measures including:

• Boring beneath dry washes for pipeline construction;
• Restricting pipeline construction to existing roadways where pipelines can be placed beneath road culverts using conventional trenching techniques;
• Siting transmission line pole locations (including 50 foot radius for work area), line pulling, and staging areas so they avoid jurisdictional waters.

Additionally avoidance and minimization measures include:

• Establishment of standard BMPs around each construction area per to avoid stormwater discharges.
• Restricting access to pipelines and pole locations to existing roadways, including exiting transmission line corridors along the southern extent of the transmission line.
• Existing "Arizona Crossings" would not be expanded or re-graded for project construction and access would be limited to periods when the channel is dry.
• Spur road construction to pole locations would be sited so they avoid impacts to waters in the project vicinity as identified in the JD Report. No new Arizona Crossings would be required for spur road construction.

☐ *Continued on additional page(s)*

B. Specify the equipment and machinery that will be used to complete the project.

Pipeline Installation = Trenching equipment, boring equipment, welding, pipeline equipment
Transmission line installation = Cranes, bucket trucks, line pulling equipment

☐ *Continued on additional page(s)*

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

☐ Yes ☑ No (*Skip to box 11*)

D. Will the proposed project require work in the wetted portion of the channel?

☐ Yes (*Enclose a plan to divert water around work site*)
☐ No

11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

All construction within the bed, channel, and bank of seasonal streams would be avoided by siting for pipeline and transmission line construction. Pipelines would be placed beneath stream channels using jack and bore or routed within existing roads where it would cross stream channels beneath culverts crossing the road.
Existing Arizona Crossings in roadways and utility line corridors would be used to cross dry washes. No expansion or re-grading of Arizona Crossings will be required

☐ *Continued on additional page(s)*

B. Will the project affect any vegetation? ☐ Yes (*Complete the tables below*) ☑ No

Vegetation Type	Temporary Impact	Permanent Impact
No vegetation associated with a stream channel will be impacted	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)

☐ *Continued on additional page(s)*

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

☑ Yes *(List each species and/or describe the habitat below)* ☐ No ☐ Unknown

☐ *Continued on additional page(s)*

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

Sensitive Species have been identified in the Biological Resources Technical Report.

☐ *Continued on additional page(s)*

E. Has a biological study been completed for the project site?

☑ Yes (*Enclose the biological study*) ☐ No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.

F. Has a hydrological study been completed for the project or project site?

☐ Yes (*Enclose the hydrological study*) ☑ No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

12. MEASURES TO PROTECT FISH, WILDIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Standard BMPs will be established and maintained around each construction area per required SWPPP to avoid stormwater discharges to jurisdictional waters.

☐ *Continued on additional page(s)*

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

The project has been designed to avoid impacts to jurisdictional waters through siting of pipelines (including use of jack and bore adjacent to roadways or in roadway construction), transmission pole locations (including 50 foot radius for work area), line pulling, staging areas, and spur roads. All are routed and sited to avoid jurisdictional waters.

☐ *Continued on additional page(s)*

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Not Applicable

☐ *Continued on additional page(s)*

13. PERMITS

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A.	CEC License Decision	☑ Applied	☐ Issued
B.	None required for impacts to waterways	☐ Applied	☐ Issued
C.		☐ Applied	☐ Issued

D. Unknown whether ☐ local, ☐ state, or ☐ federal permit is needed for the project. (*Check each box that applies*)

☐ *Continued on additional page(s)*

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?

☑ Yes (*Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each*)

☐ No (*Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared*)

☐ Notice of Exemption	☐ Mitigated Negative Declaration	☐ NEPA document (*type*):
☐ Initial Study	☐ Environmental Impact Report	☑ CESA document (*type*): 2081 Consistency
☐ Negative Declaration	☐ Notice of Determination *(Enclose)*	☑ ESA document (*type*): BA
☐ THP/ NTMP	☐ Mitigation, Monitoring, Reporting Plan	

B. State Clearinghouse Number (*if applicable*)			
C. Has a CEQA lead agency been determined?	☑ Yes (*Complete boxes D, E, and F*)	☐ No (*Skip to box 14.G*)	
D. CEQA Lead Agency	CEC (Docket Number 08-AFC-9)		
E. Contact Person	Misa Milliron	F. Telephone Number	(916) 651-9010

G. If the project described in this notification is part of a larger project or plan, briefly describe that larger project or plan.

☐ *Continued on additional page(s)*

H. Has an environmental filing fee (Fish and Game Code section 711.4) been paid?

☑ Yes (*Enclose proof of payment*) ☑ No (*Briefly explain below the reason a filing fee has not been paid)*

Note: If a filing fee is required, the Department may not finalize a Lake or Streambed Alteration Agreement until the filing fee is paid.

15. SITE INSPECTION

Check one box only.

☐ In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.

☑ I request the Department to first contact (*insert name*) Nick Ricono at (*insert telephone number*) (858) 735-7083 to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

☑ Yes (Please enclose the information via digital media with the completed notification form)

☐ No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

Signature of Applicant or Applicant's Authorized Representative

7/10/09
Date

Nick Ricono
Print Name

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

INLAND GROUP INC

3501 JAMBOREE ROAD
SOUTH TOWER, SUITE 606
NEWPORT BEACH, CA 92660
(949) 856-2200

EXPLANATION	AMOUNT

90-3582/1222

15441

PAY AMOUNT OF = Four Thousand Only = DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER	
1/20/09	CA Dept of Fish & Game	Palmdale Project SAA	15441	$ 4000.00

US BANK
24-HOUR BANKING 1-800-673-3555

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

10 July 2009

Ms. Erinn Wilson
California Department of Fish and Game - Region 5
18627 Brookhurst Street, # 559
Fountain Valley, Ca 92708-6748

Subject: Palmdale Hybrid Power Project, Palmdale, California

Dear Ms. Wilson:

As you requested during our conference call on July 6, 2009, attached please find a Notification of Lake or Streambed Alteration for the Palmdale Hybrid Power Project (Project). As we explained during our July 6 call, and in our letter to Jamie Jackson at CDFG, dated April 14, 2009, we do not believe a Notification is warranted for this Project because the Project will not substantially divert or obstruct the natural flow of any river, stream or lake; substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake; or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake. To respond to your request on July 6, 2009, we are submitting this Notification and also providing additional information regarding avoidance measures being implemented. We are again requesting your concurrence that a Streambed Alteration Agreement is not required for this Project.

The *Preliminary Jurisdictional Determination and Delineation of Waters of the United States and Waters of the State of California* (JD Report) is included as Appendix A to the Notification. The JD Report identifies multiple potential State jurisdictional waters in the Project area. As shown in the JD Report, and discussed during our July 6, 2009 meeting, the Project has been designed to avoid impacts to jurisdictional waters through implementation of avoidance measures, including:

- Boring beneath dry washes for pipeline construction;
- Restricting pipeline construction to existing roadways where pipelines can be placed beneath road culverts using conventional trenching techniques;
- Siting transmission line pole locations (including 50 foot radius for work area), line pulling, and staging areas so they avoid jurisdictional water

AMEC Earth & Environmental, Inc.
9210 Sky Park Court, Suite 200
San Diego, CA 92123
Tel (858) 300-4300
Fax (858) 300-4301
www.amec.com

Diagrams showing pipeline and transmission line avoidance measures are included in Appendix B. Additional avoidance and minimization measures include the following:

- Standard BMPs would be established around each construction area per Stormwater Pollution Prevention Plan requirements to avoid stormwater discharges to existing waters.
- Access to pipelines and pole locations would be restricted to existing roadways, including exiting transmission line corridors along the southern extent of the transmission line.
- "Arizona Crossings" (vehicle access through the bed of a seasonal cannel) in existing roadways would not be expanded or re-graded for project construction and access would be limited to periods when the channels are dry.
- Spur road construction to pole locations would be sited so they avoid impacts to waters in the project vicinity as identified in the JD Report. No new Arizona Crossings would be required for spur road construction.

A detailed description of Project activities is included in Appendix C. Information on sensitive biological resources (identified in Item 11 E on the Notification Form) is included in the Biological Resources Technical Report and can be found in CEC Docket Number 08-AFC-9.

This documentation demonstrates that the Project will not substantially divert, obstruct, alter, or dispose of debris into any water of the State. Accordingly, we respectfully request that the Department provide written confirmation that a Streambed Alteration Agreement is not required for this Project.

Thank you for your prompt response to this request. Please do not hesitate to contact me at 858-300-4332 or nick.ricono@amec.com if you have any questions or require additional information.

Sincerely,
AMEC Earth & Environmental, Inc.

Nick Ricono
Regulatory Specialist

Attachments to Notification Form:
Appendix A: *Preliminary Jurisdictional Determination and Delineation of Waters of the United States and Waters of the State of California*
Appendix B: Diagrams of Avoidance Measures During Pipeline and Transmission Line Construction
Appendix C: Detailed Project Description

cc: Ms. Sara Head, AECOM

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Ms. Erinn Wilson
California Department of Fish and Game - Region 5

Appendix A

Preliminary Jurisdictional Determination and Delineation of Waters of the United States and Waters of the State of California

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Palmdale Hybrid Power Project

Preliminary Jurisdicational Determination and Delineation of Waters of the United States and Waters of the State of California

Prepared by:

AMEC Earth & Environmental, Inc.

Report submitted to the CEC on April 9, 2009
Supplemental Responses #3 to CEC Data Request Set 1
08-AFC-9
Copy available upon request

April 2009

Appendix B

Diagrams of Avoidance Measures During Pipeline and Transmission Line Construction

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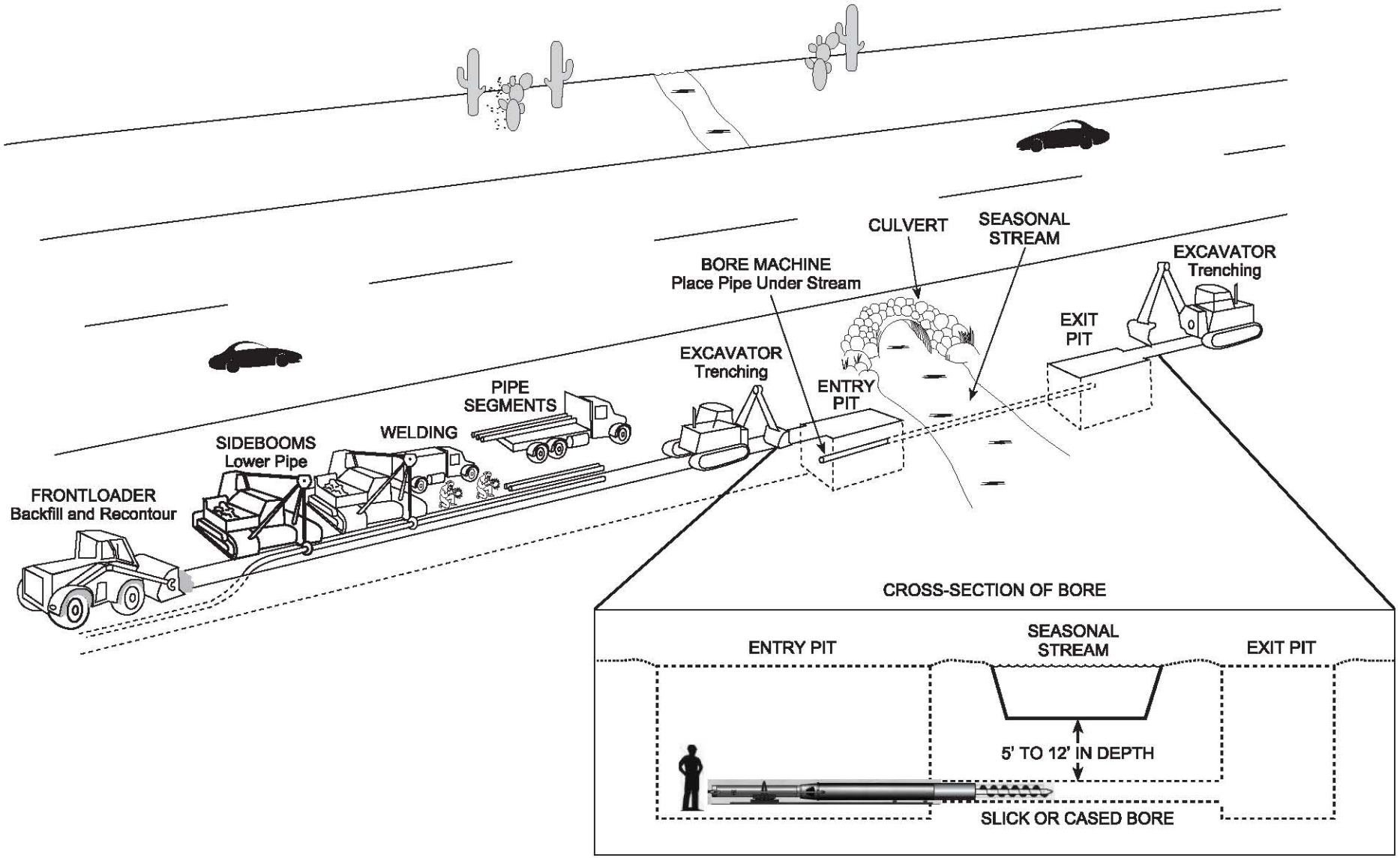
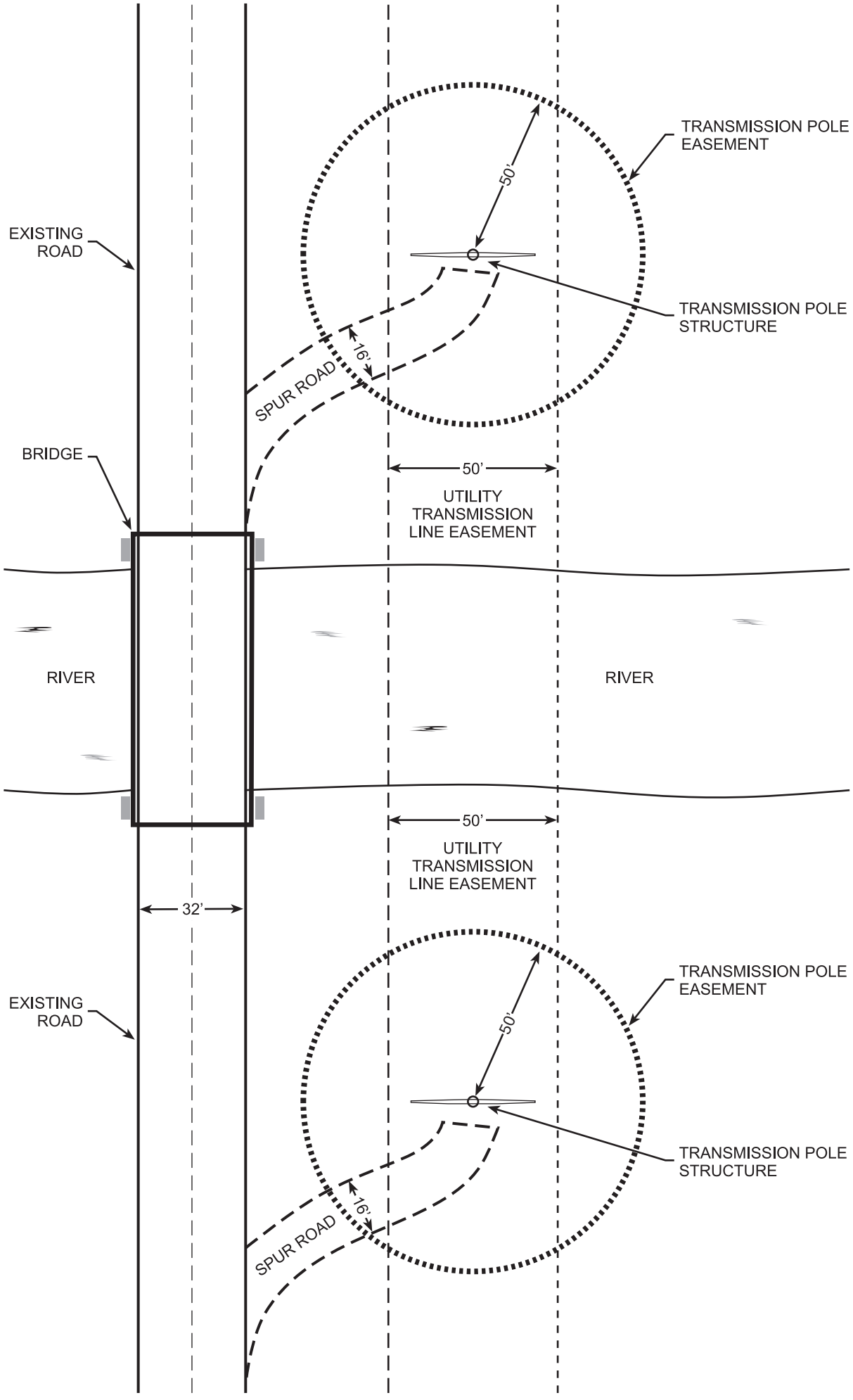

CULVERT
SEASONAL STREAM
BORE MACHINE
Place Pipe Under Stream
EXCAVATOR
Trenching
EXIT PIT
EXCAVATOR
Trenching
ENTRY PIT
PIPE SEGMENTS
WELDING
SIDEBOOMS
Lower Pipe
FRONTLOADER
Backfill and Recontour
CROSS-SECTION OF BORE
ENTRY PIT
SEASONAL STREAM
EXIT PIT
5' TO 12' IN DEPTH
SLICK OR CASED BORE


TRANSMISSION POLE EASEMENT
50'
EXISTING ROAD
TRANSMISSION POLE STRUCTURE
16'
SPUR ROAD
BRIDGE
50'
UTILITY TRANSMISSION LINE EASEMENT
RIVER
RIVER
50'
UTILITY TRANSMISSION LINE EASEMENT
32'
TRANSMISSION POLE EASEMENT
50'
EXISTING ROAD
TRANSMISSION POLE STRUCTURE
16'
SPUR ROAD

Appendix C

Detailed Project Description

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1.0 PROJECT LOCATION AND DESCRIPTION

1.1 Project Location

The City of Palmdale (City) is located in the High Desert region of Los Angeles County, approximately 60 freeway miles north of downtown Los Angeles. It is separated from Los Angeles by the San Gabriel Mountain range. Palmdale is one of two incorporated cities and several unincorporated communities within the Antelope Valley. The City is bordered by the City of Lancaster and the unincorporated community of Quartz Hill to the north; the unincorporated communities of Lake Los Angeles and Littlerock to the east; the unincorporated community of Acton to the south; and the unincorporated community of Leona Valley to the west. The City of Palmdale Planning Area encompasses approximately 174 square miles within a transitional area between the foothills of the San Gabriel and Sierra Pelona Mountains and the Mojave Desert to the north and east (City of Palmdale 1993).

In general, the Planning Area slopes from south to north-northeast, with surface and subsurface flows trending away from the foothills to Rosamond Dry Lake. The major watercourses flowing through Palmdale are Amargosa Creek, Anaverde Creek, Little Rock Wash, and Big Rock Wash. While foothill areas within and adjacent to the City contain significant slopes, a majority of the Planning Area is relatively flat. The climate of Palmdale and the Antelope Valley is dominated by the region's Pacific high-pressure system, which contributes to the area's hot, dry summers and relatively mild winters (City of Palmdale 1993).

The native plants and wildlife of the Antelope Valley have adapted to the arid climate and quick-draining, sandy soils. Development, however, has resulted in replacement of the existing desert species with landscaping materials not native to the region that require regular watering to survive. Development has also blocked access to and eliminated foraging and nesting areas, and introduced air and water pollution that can adversely affect habitat quality. Past development patterns have created habitat "islands," isolating populations of species and thereby reducing their local long-term viability (City of Palmdale 1993).

The Project consists of six components (with quadrangle and Township Range Section (TRS) data below):

1. Power Plant Site and Construction Laydown Area:
   - USGS 7.5' Quadrangle: Lancaster East
   - T6N, R12W, S 1-2

2. Transmission Line
   - USGS 7.5' Quadrangles: Lancaster East, Alpine Butte, Littlerock, Palmdale, Pacifico Mountain
   - T5N, R10W; R11W, S 19-24, 29-30; R12W, S 23-24, 26-27;
   - T6N, R10W, S 4-5, 9, 16, 20-21, 23, 26-29, 35; R11W, S 6; R12W, S 1;
   - T7N, R10W, S 29, 31-33; R11W, S 29, 31-36; R12W, S 36

3. Reclaimed Water Pipeline
   - USGS 7.5' Quadrangles: Lancaster West, Lancaster East, Palmdale
   - T6N, R11W, S 17-20; R12W, S 1-2, 11, 13-14, 24

4. Natural Gas Supply Pipeline
   - USGS 7.5' Quadrangles: Lancaster West, Lancaster East, Palmdale
   - T5N, R12W, S 2
   - T6N, R12W, S 1-2, 11, 13-14, 23-26, 35-36

5. Sanitary Wastewater Pipeline
   - USGS 7.5' Quadrangle: Lancaster East
   - T6N, R11W, S 6
   - T6N, R12W, S 1

6. Potable Water Pipeline
   - USGS 7.5' Quadrangles: Lancaster East
   - T6N, R12W, S 1-2

1.2 Project Description

The City proposes to construct, own, and operate the Project, a nominal 570-megawatt (MW) hybrid combined-cycle and solar thermal electrical generation facility, and has contracted with Inland Energy, Inc. to develop the Project. The Project is located in the City of Palmdale and unincorporated areas of Los Angeles County, California (the power plant site and most linear facilities are within the City; portions of the transmission line route are within unincorporated areas). The Project includes a 333-acre power plant site, including both a power block and a solar array, 50-acre construction laydown area, 35.6-mile transmission line, 7.4-mile reclaimed water pipeline, 8.7-mile natural gas supply pipeline, 1-mile sanitary wastewater pipeline, and 0.5-mile potable water pipeline. Throughout this report, the term "Project Site" refers to all Project elements in the aggregate (power plant site and all linear facilities); "linear facilities" refers to the various Project pipelines and the transmission line in the aggregate; all other references are to the specific Project component being addressed ("power plant site" or "plant site," "transmission line," "reclaimed water pipeline," "natural gas supply pipeline," "sanitary wastewater pipeline," and "potable water pipeline").

Commencement of construction is planned for late 2009, with commercial operation commencing in summer of 2012. The PHPP will use a zero liquid discharge (ZLD) design (no evaporation ponds), and no off-site industrial liquid waste discharge will occur. Cooling water blowdown from the Project will be processed on-site in a brine crystallizer to solid waste and disposed at a permitted off-site disposal facility. The Project is expected to supply power to the rapidly growing southern California market, with the solar thermal input providing approximately 10 percent of the peak power generated by the plant during the time of day with the highest energy demand.

1.2.1 Power Plant

The power plant consists of a hybrid of natural gas-fired combined-cycle generating equipment integrated with solar thermal generating equipment, to be developed on an

approximately 333-acre site in the northern portion of the City. The combined-cycle equipment utilizes two natural gas-fired combustion turbine generators (CTG), two heat recovery steam generators (HRSG), and one steam turbine generator (STG). The solar thermal equipment utilizes arrays of parabolic collectors to heat a high-temperature working fluid. The heat transfer fluid (HTF) is used to boil water to generate steam. The combined-cycle equipment is integrated thermally with the solar equipment at the HRSG and both utilize the single STG that is part of the Project. The solar energy will be generated using parabolic trough mirror technology and will be designed to provide up to 50 MW of the PHPP's nominal 570 MW capacity. The Project will permanently impact the entire 333-acre power plant site.

1.2.2 Construction Laydown Area

Although the construction laydown area will only be used during construction, it is considered to permanently impact 50 acres west of the power plant site. This area would be used for storing Project-related equipment; parking, staging, and maintenance of construction heavy equipment and personnel vehicles; and assembling power plant components.

1.2.3 Linear Facilities

The proposed Project will require the construction and installation of five linear utility features: (1) transmission line, (2) reclaimed water pipeline, (3) natural gas supply pipeline, (4) sanitary wastewater pipeline, and (5) potable water pipeline.

1.2.3.1 Transmission Line

The Project proposes to connect the power plant with the Southern California Edison (SCE) electrical transmission system at SCE's existing Vincent Substation, approximately 11 miles south-southwest of the proposed power plant site. To accommodate the needs of Palmdale's aviation community (Air Force Plant 42 and Los Angeles [LA] World Airports), a transmission line route approximately 35.6 miles long is planned that extends north and east from the power plant site, then south and back to the west. The Project's transmission system will be constructed in two segments, as briefly summarized below.

- Segment 1. Transmission line segment 1 involves the construction of approximately 23.7 miles of 230-kilovolt (kV) transmission line in new and existing right-of-ways (ROWs) between the power plant site and SCE's Pearblossom Substation. The route extends northward and eastward from the power plant site, then southward and finally back to the southwest.
- Segment 2. Transmission line segment 2 is a system reliability upgrade that includes increasing transmission capacity and expansion of the existing Vincent Substation. A new single-circuit 230 kV line will be installed on new 230 kV towers parallel to existing lines in an existing 11.9-mile transmission ROW extending westward from the Pearblossom Substation to the Vincent Substation.

Permanent disturbance areas for the transmission line include pole footprints, access roads, laydown areas, and other Project-related facilities. The Project is anticipated to permanently impact approximately 8.6 acres along the transmission line.

1.2.3.2 Reclaimed Water Pipeline

Reclaimed water for the Project cooling tower makeup and other industrial uses will be supplied from the City of Palmdale Water Reclamation Plant (PWRP). The City will design and construct an approximately 7.4-mile, 14-inch pipeline from the PWRP to the power plant site in existing City street ROWs. No new disturbance is anticipated.

The Project's backup cooling water supply will be reclaimed water. The Antelope Valley recently drafted an Integrated Regional Water Management Plan (AVIRWMP). The AVIRWMP shows a proposed reclaimed water backbone system, linking the PWRP with the City of Lancaster's plant, with both wastewater treatment plants producing reclaimed water. In the event of an outage in the PWRP's reclaimed water production system, the Lancaster plant can provide a source of reclaimed water to serve as a backup for the Project's cooling water supply. The backbone system is already a separate planned project and no additional pipelines other than those already planned for PHPP will be needed to connect the PHPP with the backbone system based on the route shown in the AVIRWMP.

1.2.3.3 Natural Gas Supply Pipeline

The Project's combustion turbines, startup boiler, and HTF heater will be fueled with natural gas delivered via a new 20-inch natural gas pipeline. The Southern California Gas Company (SCG) will design and construct the approximately 8.7-mile pipeline in existing City street ROWs. The pipeline will originate at the SCG facility on East Avenue S and terminate at the power plant site. No new disturbance is anticipated.

1.2.3.4 Sanitary Wastewater Pipeline

Sanitary wastewater will be disposed through an existing Los Angeles County Sanitation District 12-inch sanitary wastewater pipeline. The sanitary wastewater pipeline will extend east from the power plant site along Avenue M. It will be approximately 1 mile long and will be constructed in existing City street ROWs. No new disturbance is anticipated.

1.2.3.5 Potable Water Pipeline

Potable water will be obtained from the Los Angeles County Waterworks District 40, which has an existing potable water line along E Avenue M that currently terminates a short distance west of the power plant site's northern border. The potable water pipeline will be located within the power plant site, then extend west along Avenue M for approximately 0.5 miles. The portion of the pipeline along Avenue M will be constructed in existing City street ROWs. No new disturbance outside of the power plant site is anticipated.

PALMDALE HYBRID POWER PROJECT (08-AFC-9) Supplemental Responses from July 9, 2009 Committee Conference	
Technical Area: Water Resources	**Response Date: July 22, 2009**

At the Committee Conference, Staff requested further assurances regarding the proposed water supply plan for the PHPP. Following the Committee Conference, Staff sent an e-mail message to Applicant containing five questions clarifying the additional information Staff requires in the area of Water Resources to complete the PSA. The five questions, and Applicant's responses, are set forth below.

Background

The PHPP will use tertiary treated wastewater from the Palmdale Water Reclamation Plant (PWRP) as its primary source of cooling and process water. An onsite, one million gallon capacity reclaimed water storage tank will provide a four-hour reserve capacity to supply cooling and process water needs in the event of short-term disruption of the wastewater supply from the PWRP. The Lancaster Wastewater Treatment Plant (LWRP) will provide the PHPP with a back-up supply of tertiary treated wastewater in the event of a more extended outage at the PWRP.

As part of the North Los Angeles/Kern County Regional Recycled Water Project (often referred to as the "regional backbone project"), the PWRP and the LWRP are to be connected via pipeline. Tertiary treated wastewater will be delivered to the PHPP via an approximately half-mile interconnection to the regional backbone project pipeline connecting PWRP and LWRP. The point of interconnection with the regional backbone project pipeline will be at Sierra Highway and E. Avenue M. Note that while the Application for Certification referred to the entire 7.4-mile pipeline connecting the PHPP to the PWRP, the majority of this pipeline consists of the regional backbone project pipeline already reviewed and approved in November 2008 by the Los Angeles County Waterworks District 40, Antelope Valley, as lead agency for the regional backbone project (SCH No. 2007101125). The only portion of this pipeline subject to CEC review and approval is the interconnection between the PHPP and the regional backbone project pipeline.

The Antelope Valley region is served by a number of water agencies and companies. The table below describes the role and responsibility of each relevant entity, as well as its relationship to PHPP.

AGENCY	ROLE & RESPONSIBILITY	RELATIONSHIP TO PHPP
Los Angeles County Waterworks District 40 (LACWWD 40) (a division of Los Angeles County Department of Public Works)	Supplies reclaimed water to portions of Los Angeles County.	LACWWD 40 will supply reclaimed water to the PHPP. LACWWD 40 issued a "Will Serve Letter" to supply PHPP with 2.2 mgd (2,464 AFY) of reclaimed water. The Will Serve Letter will be revised to reflect updated water supply needs of 3.68 mgd (4,121 AFY).
Los Angeles County Sanitation District 20 (LACSD 20)	Provides collection & treatment of wastewater and recycled water to portions of the Antelope Valley region. Owns and operates the Palmdale Water Reclamation Plant (PWRP).	LACSD issued a letter stating that Districts 20 and 14 are party to an Agreement with LACWWD 40 to provide up to 13,500 AFY of reclaimed water to the regional backbone system, from which LACWWD 40 will supply water to PHPP pursuant to the Will Serve Letter discussed above (to be revised).
Los Angeles County Sanitation District 14 (LACSD 14)	Provides collection & treatment of wastewater and recycled water to portions of the Antelope Valley region. Owns and operates Lancaster Water Reclamation Plant (LWRP).	

Currently, both PWRP and LWRP are capable of treating influent to secondary treatment standards. As shown in the following table, the current secondary treatment capacities for PWRP and LWRP are 15 mgd and 16 mgd, respectively. In 2004, secondary treated effluent totaling 22.7 mgd was produced by the two facilities. There was no beneficial use for most of this water, which was disposed of through land application. With the upgrades expected to be completed in 2011 and 2012 for PWRP and LWRP, respectively, current secondary treatment capacities will be upgraded to meet tertiary standards. This will result in a combined total of approximately 31 mgd or 35,000 AFY of tertiary treated effluent from the two plants. The list below includes all of the existing commitments for reclaimed wastewater from the PWRP and LWRP. As can be seen, existing commitments are far below current and projected supplies.

- LACWWD 40 – 13,500 AFY/12 mgd
- City of Lancaster – 950 AFY/0.85 mgd
- City of Palmdale – 2,000 AFY/1.8 mgd
- Apollo Park – 560 AFY/0.5 mgd
- Piute Ponds & Impoundment Areas – 3,020 AFY/2.7 mgd

As indicated above, LACWWD 40 has entered into an agreement for 13,500 AFY of this reclaimed wastewater (copy attached). LACWWD 40 has in turn agreed to supply a maximum of 4,121 AFY of tertiary treated wastewater to PHPP.[1] This amount assumes a 100% capacity factor for the PHPP. The PHPP plant would almost never operate at its maximum capacity; therefore the more realistic annual average wastewater consumption is 3,091 AFY assuming a 75% capacity factor.

Plant	Current Capacity of Secondary Treatment	Current Capacity of Tertiary Treatment	2004 Annual Average Secondary Treatment	2007 Annual Average Secondary Treatment	Future Capacity of Tertiary Treatment
PWRP	15 mgd	0 mgd	9.4 mgd	9.7 mgd	**15 mgd** (*1st qtr. 2012)*
LWRP	16 mgd	0 mgd	13.3 mgd	15.2 mgd	**16 mgd** (*1st qtr. 2011)*

Sources:
Lancaster Water Reclamation Plant (LWRP) 2020 Facilities Plan, Environmental Science Associates, May 2004

Palmdale Water Reclamation Plant (PWRP) 2025 Facilities Plan and Environmental Impact Report, Environmental Science Associates, October 2005

County Sanitation Districts of Los Angeles County Palmdale Water Reclamation Plant Annual Monitoring Report, 1998-2007

County Sanitation Districts of Los Angeles County Lancaster Water Reclamation Plant Annual Monitoring Report, 1998-2007

Agreement for Purchase and Sale of Recycled Water and Related Facilities, Lancaster Water Reclamation Plant and Palmdale Water Reclamation Plant, January 2008

City of Palmdale Department of Public Works, July 2009

Data Request CC-W1:

An agreement or will serve letter showing the balance of the maximum recycled water need of 4,121 acre-feet per year (AFY) is committed to the project. (The June 17, 2009 letter from Co. San. District to City of Palmdale shows commitment of only 3,400 AFY out of the 13,500 AFY to be delivered).

---

[1] This amount is based on more refined engineering analysis completed subsequent to LACWWD 40's issuance of the initial Will Serve Letter for the PHPP. Revised Will Serve Letters, reflecting the increased needs of the PHPP, are forthcoming.

Response:

As explained in the background discussion, Applicant has received two written commitments in connection with the water supply for PHPP. LACWWD 40 (a division of Los Angeles Department of Public Works) issued a Will Serve Letter to supply PHPP with 2.2 mgd (2,464 AFY) of reclaimed water on November 24, 2008. In addition, LACSD issued a June 17, 2009 letter stating that Districts 20 and 14 are party to an agreement with LACWWD 40 to provide up to 13,500 AFY of reclaimed water to the regional backbone system, from which LACWWD 40 will supply water to PHPP pursuant to the aforementioned Will Serve Letter. Both of these letters were based on the water supply needs of the project as known at that time, and neither letter reflects PHPP's maximum need of 4,121 AFY, which is based on the most current engineering analysis and assuming a 100% capacity factor for the facility. Since issuance of the letters, more refined engineering analysis has been completed, and the expected water supply needs for the PHPP have increased. The Will Serve Letters will be revised to reflect updated water supply needs of 3.68 mgd (4,121 AFY). Of course, the PHPP plant would almost never operate at its maximum capacity; therefore the more realistic annual average is 3,091 AFY assuming a 75% capacity factor.

Data Request CC-W2:

> Documentation showing Waterworks is constructing all necessary appurtenant facilities to take recycled water from Sanitation Districts 14 and 20 and can deliver the recycled water to the Project.

Response:

There are essentially four infrastructure components that must be completed in order to implement the proposed primary and backup water supply plans for the PHPP. Three of those components are part of the regional backbone project: i) pipeline connecting the PWRP and the LWRP; ii) tertiary treatment facilities at the PWRP; and iii) tertiary treatment facilities at the LWRP. The fourth component is the approximately half-mile interconnection between the PHPP and the regional backbone project pipeline at Sierra Highway and E Avenue M.

Significant progress has already been made in all aspects of the regional backbone project, including planning, design and construction. The table below indicates the current status and projected completion dates for the relevant elements of the regional backbone project. The pipeline between the PWRP and LWRP consists of five segments, each of which is addressed separately. The interconnection between the PHPP and the regional backbone project pipeline will only be constructed by the Applicant following certification of the PHPP by the California Energy Commission.

Component	Status/Estimated Completion Date
Piping from PWRP to Blackbird Ln/Sierra Hwy	1st Qtr. 2011
Piping from Blackbird Ln/Sierra Hwy to Ave M/Sierra Hwy	
Piping from Ave M/Sierra Hwy to Ave K/Sierra Hwy	Nov. 2011 (Currently Under Construction)
Piping from Ave K/Sierra Hwy to Ave E/Division St.	Completed
Piping from Ave E/Division St. to LWRP	Completed
PWRP Upgrades to Tertiary Treatment	1Qtr 2012
LWRP Upgrades to Tertiary Treatment	1Qtr 2011
Interconnection from PHPP to Ave M/Sierra Hwy	During PHPP Construction

Source: City of Palmdale Department of Public Works, July 2009

Data Request CC-W3:

Information describing the nature of the "shared funding agreement" between the applicant and the Waterworks for the construction of the interconnection line.

Response:

The sources of funding for the four infrastructure components that must be completed in order to implement the proposed primary and backup water supply plans for the PHPP are identified in the table below. The half-mile interconnection between the PHPP and the regional backbone project pipeline will be fully funded by the Applicant.

Component	Funding Source
Piping from PWRP to Blackbird Ln/ Sierra Hwy	Los Angeles County Waterworks and the City of Palmdale
Piping from Blackbird Ln/Sierra Hwy to Ave M/Sierra Hwy	
Piping from Ave M/Sierra Hwy to Ave K/Sierra Hwy	Federal Stimulus and Army Corp of Engineers
Piping from Ave K/Sierra Hwy to Ave E/Division St.	Los Angeles County Waterworks and the City of Lancaster

Piping from Ave E/Division St. to LWRP	Los Angeles County Waterworks
PWRP Upgrades	Sanitation District #20
LWRP Upgrades	Sanitation District #14
Spur from PHPP to Ave M/Sierra Hwy	PHPP

Source: City of Palmdale Department of Public Works, July 2009

Date Request CC-W4:

Documentation showing current commitments and priorities for delivery of the 13,500 AFY of recycled water specified in the agreement between the Sanitation Districts No. 20 and No. 14 and Los Angeles County Water Works District No. 40.

Response:

The attached agreement signed between Los Angeles County Sanitation Districts No. 20 and No. 14 and Los Angeles County Water Works District No. 40 demonstrates the current commitment for delivery of the 13,500 AFY of reclaimed wastewater from LACSD No. 20 and 14 to LACWWD 40. As discussed above, PHPP has received firm commitments from LACWWD 40 to deliver water from this 13,500 AFY allocation to the PHPP.[2] According to Adam Ariki[3], District Engineer for LACWWD 40, there are currently no other commitments on the part of LACWWD 40 to provide water from the 13,500 AFY supply covered by the attached agreement.

Data Request CC-W5:

Information showing how much recycled water is currently produced at the Lancaster WRP.

Response:

The LWRP is currently treating close to 16 mgd of water. For a more detailed explanation, see the background information provided above.

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[2] Will Serve Letters currently being revised to reflect higher estimated water demand for PHPP.

[3] Email from Adam Ariki to Gordon Phair, July 21, 2009.

Water Attachment

CSD C# 4354

AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER AND RELATED FACILITIES – LANCASTER WATER RECLAMATION PLANT AND PALMDALE WATER RECLAMATION PLANT

This Agreement, between County Sanitation Districts Nos. 14 and 20 of Los Angeles County (the "Districts") and the Los Angeles County Waterworks District No. 40, Antelope Valley ("County Waterworks"), takes effect on January 23, 2008 ~~2007~~. The Districts and County Waterworks (the "Parties" or, individually, "Party") recite the following facts:

RECITALS

A. The Districts are county sanitation districts under the County Sanitation District Act, Chapter 3, Part 3, Division 5 of the Health and Safety Code, § 4700 et seq.

B. The County Waterworks is a municipal water district under the County Waterworks District Law, Division 16 of the Water Code, § 55000 et seq.

C. The Districts provide wastewater treatment and effluent management services for the City of Lancaster, the City of Palmdale and adjacent areas within unincorporated Los Angeles County. These areas are served by the Districts' Lancaster Water Reclamation Plant (the "LWRP"), which is a secondary treatment plant permitted to treat up to 16.0 million gallons per day ("mgd"), and the Palmdale Water Reclamation Plant (the "PWRP"), which is a secondary treatment plant permitted to treat up to 15.0 mgd. Recycled water produced at the LWRP is currently used to irrigate fodder crops and to maintain habitat at Piute Ponds and adjacent impoundment areas. A side stream of up to 0.5 mgd of secondary-treated effluent undergoes tertiary and disinfection treatment at the District's Antelope Valley Tertiary Treatment Plant (the "AVTTP") and is conveyed to Apollo Park. Recycled water produced at the PWRP is currently used to irrigate fodder crops at the adjacent effluent management site (EMS).

D. The Districts are currently designing new treatment facilities that will provide tertiary treatment for all LWRP wastewater by late 2010, and will divert effluent from Rosamond Dry Lake in accordance with applicable regulatory requirements. The Districts are also currently designing new treatment facilities that will provide tertiary treatment for all PWRP wastewater by mid 2011. Disinfected tertiary effluent produced from the Districts' facilities will meet regulatory standards under Title 22 of the California Code of Regulations ("Title 22").

E. The Districts are authorized to sell or beneficially use any disinfected tertiary-treated recycled water recovered from the operation of the LWRP and PWRP.

F. Recycled water produced at the LWRP and PWRP is and will be suitable for a number of non-potable uses, including landscape and agricultural irrigation and industrial process water.

G. County Waterworks is authorized, among other things, to acquire and distribute any water, including recycled water, for the beneficial uses of its customers in the Antelope Valley.

H. County Waterworks is currently preparing environmental documentation for a regional distribution system that will provide recycled water to users in the cities of Lancaster, Palmdale, and unincorporated areas of the Antelope Valley. The North Los Angeles/Kern County Regional Recycled Water Project will connect to both the LWRP and PWRP.

I. The Districts and County Waterworks desire to provide for the long-term use of recycled water, thereby conserving potable water and natural resources.

J. County Waterworks is willing to acquire from Districts, and the Districts are willing to supply to County Waterworks, a portion of the recycled water produced at the LWRP and PWRP on the terms set forth in this Agreement.

The Parties therefore agree as follows:

AGREEMENT

1. Facilities for Delivery and Distribution of Recycled Water and Conveyance

1.1 County Waterworks agrees to purchase recycled water from the Districts under the terms set forth in this Agreement.

1.2 The Districts agree to provide, at no cost to County Waterworks, a mutually acceptable point of connection ("Point of Connection") on the site of the LWRP and on the site of the PWRP. In order to facilitate the operation of the LWRP, PWRP, and related facilities, the Chief Engineer and General Manager of the Districts (the "Chief Engineer") or his or her authorized designee may from time to time change the location of the point of connection upon delivering to County Waterworks sixty (60) days' advance written notice thereof in

accordance with Section 12 of this Agreement. The District shall bear costs attributable to the change in the point of connection as required by the Chief Engineer. Should County Waterworks require an acceptable change in the point of connection, County Waterworks shall bear such costs.

1.3 County Waterworks agrees to be responsible for all costs to construct, at no cost to the Districts, any and all additional facilities required to deliver and distribute the recycled water purchased by County Waterworks, including pumps, pipelines, meters, controls, and other facilities. County Waterworks further agrees to bear all operation and maintenance costs of all of its delivery and distribution facilities. County Waterworks will have the sole and absolute discretion to determine the facilities to be constructed, provided no such facilities are located on property owned or controlled by either of the Districts.

1.4 The Chief Engineer, in his or her sole and absolute discretion, may permit some of County Waterworks delivery facilities to be located on the site of the LWRP and/or PWRP as a matter of convenience and without a fee from County Waterworks for use of Districts' property. Notwithstanding the grant of prior approval and consent by the Chief Engineer, within a time frame acceptable to the Chief Engineer, County Waterworks agrees to relocate such facilities to a location either off the Districts' property or, if on the Districts' property, in a manner and at a location acceptable to the Chief Engineer. County Waterworks agrees to pay all costs of such relocation.

2. Quantity of Water to be Purchased by County Waterworks

2.1 The quantity of water subject to this Agreement shall be as follows:

2.2 Except as otherwise provided herein, County Waterworks is afforded an option, exercisable at the start of each fiscal year (July 1 through June 30) for the term of this agreement to buy, at County Waterworks' sole and absolute discretion, for that fiscal year only, a quantity of recycled water not to exceed 13,500 acre-feet at the price set forth in Section 5 below. This option commences at the start of the fiscal year following the first delivery of recycled water.

2.3 To preserve the option to buy as set forth in Section 2.2, County Waterworks must meet the following conditions:

2.3.1 Beginning July 1 of each of the first two fiscal years after the LWRP produces tertiary-treated recycled water meeting the water quality requirements in Section 4.1 ("initial delivery date"), County Waterworks must take delivery of and pay for not less than 100 acre-feet of recycled water per year.

2.3.2 Beginning at the start and during the third fiscal year following the initial delivery date and for two additional fiscal years thereafter, County Waterworks must take delivery of and pay for a minimum of 750 acre-feet per year or pay the price thereof as determined pursuant to Section 5.

2.3.3 Beginning at the start of the sixth fiscal year following the initial delivery date, County Waterworks must take delivery of and pay for 750 acre-feet per year for the term of this Agreement.

2.3.4 If County Waterworks fails to meet any of the above requirements of this Section 2.3, the sole remedy of the Districts shall be to terminate the County Waterworks' option set forth above under Section 2.2; County Waterworks shall not be liable to the Districts for any damages or other compensation of any kind whatsoever resulting from such failure.

2.3.5 For determining compliance with this Section 2, the annual quantity of recycled water shall be the summation of individual water meter readings from all users taking delivery of recycled water from Phase 1A and 1B of the Final Facilities Planning Report for the Antelope Valley Recycled Water Project, prepared by Kennedy/Jenks Consultants dated December 27, 2005, in the general alignment of Division Street south of Avenue "E".

2.4 The Districts may negotiate with any third party for the sale or transfer of recycled water from the LWRP and/or PWRP as long as the sale or transfer does not infringe upon County Waterworks' option to buy 13,500 acre-feet per year as established in Section 2.2. The Districts will notify County Waterworks of any such proposed agreement.

2.5 If, at any time the Districts propose to sell to a third party a quantity of recycled water that, in the reasonable judgment of the Chief Engineer, may prevent the Districts from furnishing 13,500 acre-feet per year of recycled water (or any greater quantity agreed under Section 2.7) to County Waterworks during the term of this Agreement, the Districts shall notify County Waterworks of the proposed agreement. County Waterworks shall then advise Districts in writing, within 90 days from the date of receipt of the Districts' notice, if County Waterworks has an objection to the possible third party contract. No timely response indicates that there is no objection. The Districts will not enter into the third party contract if County Waterworks can reasonably demonstrate to the Chief Engineer that it has an identified use for the unused portion of the 13,500 acre-feet per year in the subsequent two-year period.

2.6 County Waterworks' option to buy 13,500 acre-feet per year may be reduced if the Chief Engineer determines that County Waterworks has failed to develop uses for the recycled water by the start of the tenth fiscal year following the initial delivery date of this Agreement.

2.7 If, at any time during the term of this Agreement, County Waterworks can demonstrate that it has a need for a greater quantity of recycled water than that to which it is entitled pursuant to Section 2.2 herein, County Waterworks may request that the rights set forth in Section 2.2 be increased. Districts shall grant such increase provided that at said time such a quantity is available from the LWRP and/or PWRP and is not already contracted for by a third party, is not required for maintenance of Piute Ponds or Apollo Lakes, and is not required for use at District's owned properties at the LWRP and/or PWRP. County Waterworks must take delivery of and pay for the additional quantity of recycled water under the terms of this Agreement within ninety (90) days after approval of the request.

2.8 County Waterworks may negotiate with any third party for the sale or other transfer of recycled water it has purchased from the Districts pursuant to this Agreement. Except as may be set forth elsewhere in this Agreement, County Waterworks agrees to bear all construction, operation, and maintenance costs for all delivery and distribution facilities related to the sale or other transfers of recycled water to third parties and all legal and regulatory responsibility associated with its reuse, recognizing that the Districts retain the responsibility to meet legal and regulatory requirements at the points of connection as set forth below.

2.9 County Waterworks shall provide recycled water to the cities of Lancaster and Palmdale for use on property located within either city's boundaries at the annual unit price of recycled water set forth in Section 5, plus a proportionate share of the actual costs of capital recovery and operations and maintenance for the regional recycled water distribution system.

2.10 County Waterworks agrees to use its best efforts to provide Districts by July 1 of each year this Agreement is in effect, the projected annual purchases for the following three calendar years commencing on the first of January of each such year to aid the Districts' recycled water management program. Without affecting County Waterworks' option set forth above, County Waterworks recognizes that the Districts may not be able to provide recycled water in amounts in excess of the three calendar year projections.

3. Contractual Commitments and Limitations

3.1 County Waterworks understands and acknowledges that the Districts are responsible for the operation of the Districts' sewerage system and effluent management system in a manner that the Chief Engineer determines to be most beneficial to its users and the public. The rights of County Waterworks to receive recycled

water under this Agreement pertain only to the recycled water that actually is produced at LWRP and/or PWRP. Nothing in this Agreement shall be construed to limit in any manner the District's right to operate LWRP and PWRP at such levels as the Chief Engineer determines in his or her sole and absolute discretion, to be appropriate, or to discontinue the operation of LWRP and/or PWRP. Accordingly, County Waterworks agrees that its rights to receive recycled water under this Agreement shall be subordinate to and conditioned by the rights, responsibilities, and discretion of the Districts, acting through its Chief Engineer, to operate and manage its sewerage system, including the LWRP, PWRP and effluent management systems, in the best interests of the Districts, and in compliance with all applicable legal and regulatory requirements.

3.2 The Parties hereby recognize the social benefit to be derived from maximizing the beneficial use of recycled water. The Districts have in the past and intend in the future to enter into contracts for sale of recycled water from LWRP and PWRP to other parties. These contracts shall not impair the rights of County Waterworks except as provided in Section 2 hereof. However, circumstances beyond the control of the Districts may result in a temporary or permanent decrease in recycled water available to County Waterworks. In the event of such decreases, the Chief Engineer shall allocate the supply of recycled water in the following manner: The Chief Engineer shall first insure that the Districts receive an adequate supply to meet their own needs at the LWRP, at the PWRP, at any other facilities of the Districts, and at Piute Ponds and Apollo Lakes. The Chief Engineer shall then allocate the remaining amount of reduced recycled water discharge among the County Waterworks and the other third-party users of recycled water in proportion to their actual use during the previous fiscal year. The resulting reduced availability, as determined by the Chief Engineer, will continue in effect until such time as the LWRP and/or PWRP return to previous operational levels.

4. Quality of Water to be Purchased by County Waterworks; Waivers and Indemnification

4.1 The Districts agree to supply recycled water from the LWRP and/or PWRP that meets the disinfected tertiary recycled water standard as defined in Section 60301.230 of the March 20, 2001 version of Title 22, Division 4, Chapter 3 of the California Code of Regulations, attached as Exhibit A ("Tertiary Treatment Standards"). The Parties recognize that the California Regional Water Quality Control Board – Lahontan Region (Regional Board) or other regulatory agencies that have legal authority to establish requirements for use of recycled water may require a level of treatment higher than disinfected tertiary treatment for various types of reuse. In such event, the Districts shall not have any duty to modify the LWRP, PWRP, or related facilities, unless the Chief Engineer, in his or her sole discretion, agrees to such modification. County Waterworks may, at its discretion and expense, undertake steps to provide a higher level of treatment to comply with such requirements. If regulatory agencies mandate a higher level of treatment for use of recycled water than the Tertiary Treatment Standards and neither Party elects to construct facilities to provide a higher level of treatment by the effective date of the new requirements, either Party may unilaterally terminate this Agreement.

4.2 The points at which the recycled water provided by the Districts shall meet the water quality standards described above shall be (1) immediately following the final treatment process at the LWRP and (2) immediately following the final treatment process at the PWRP.

4.3 Both Parties recognize that factors beyond the control of the Districts could cause operational difficulties or other constraints at the LWRP and/or PWRP resulting in the production of recycled water that does not meet the current Water Recycling Requirements (WRRs) established by the Board or other regulatory agencies for County Waterworks intended use. The Chief Engineer, in his or her sole and absolute discretion, may temporarily suspend delivery of recycled water to County Waterworks from the LWRP and/or PWRP under this Agreement. The Districts shall use their best efforts to re-establish the production of recycled water meeting the requirements as set forth above. Subject to the Districts making their best efforts to re-establish service, County Waterworks hereby releases the Districts and each of them from any and all claims it may have arising out of any such interruption.

4.4 County Waterworks agrees to indemnify, defend, and hold harmless the Districts and each of them, and their respective officers, directors, agents and employees, from and against any claims, actions, suits or liability, including attorneys' fees and expenses which are caused by the County Waterworks' use of recycled water after each Point of Connection.

The Districts agree to indemnify, defend and hold harmless County Waterworks and each of its officers, supervisors, agents and employees, from and against any claims, actions, suits, or liability, including attorneys' fees and expenses which are caused by the Districts' production and handling of recycled water before each Point of Connection.

The foregoing indemnified obligations shall include, but not be limited to, causes of action based on strict liability for defective products, breach of warranty, strict liability for ultrahazardous activities, dangerous condition of public property, inverse condemnation, trespass, nuisance and negligence.

4.5 County Waterworks understands and acknowledges that the Districts, as the entities holding the WRRs for the LWRP and PWRP, may be subject to monetary fines or penalties imposed by the Board for violations of the WRRs. If the District becomes the responsible party in an action resulting in a fine or penalty, the Districts agree to be financially responsible for the payment of any such fine or penalty. If the Chief Engineer and the Director of the Department of Public Works of the County of Los Angeles or his/her designee (the "Director of Public Works") determine that County Waterworks is the party responsible for any action resulting in a fine or penalty, County Waterworks agrees to reimburse the Districts for the total amount of any such fine or

penalty within five (5) business days of receiving notice thereof under Section 12 of this Agreement. If the Chief Engineer and the Director of Public Works determine that a third-party who has purchased recycled water from County Waterworks is the responsible party for any action resulting in such a fine or penalty, County Waterworks agrees to reimburse the Districts one half of the Districts' costs expended in any legal or other effort to recover for the Districts all or a part of the fine or penalty imposed against the Districts by the Board for such action. Should there be recovery from any third party, the amount will first be used to repay the Districts for the fine or penalty, and the remainder will be shared equally between the Parties.

5. Annual Unit Price of Recycled Water

5.1 For the term of this Agreement, the annual unit price to be paid by County Waterworks for each acre-foot of recycled water provided by the Districts to County Waterworks under the terms of this Agreement shall be the greater of (a) or (b) below, but not to exceed (c) below,

(a) thirty percent (30%) of the average unit cost of operation and maintenance of the LWRP and PWRP during the fiscal year in which the recycled water was received ("30% O&M"), rounded to the nearest cent; or

(b) one-half of the result determined by subtracting (i) County Waterworks costs, as defined below, during the fiscal year divided by the total amount of recycled water, in acre-feet, delivered during the fiscal year, from (ii) the Water Rate, as defined below ("Shared Savings").

(c) in no event shall the annual unit price of recycled water under this Agreement exceed one hundred percent (100%) of the average unit cost of operation and maintenance of the LWRP and PWRP.

5.2 For each of the first ten fiscal years after the initial delivery date, a fifteen percent (15%) discount shall be applied to 1000 AFY.

5.3 For the purposes of this Agreement, the alternative water supply for County Waterworks shall be defined as the blend of the following sources of water:

(a) State Water Project treated water, as purchased from wholesalers,

(b) groundwater pumped from the Antelope Valley groundwater basins, which costs include, but are not limited to, energy costs, lease costs and replacement water and any other related fees, and

(c) water retrieved from groundwater banking projects.

The Water Rate shall be calculated by determining the flow-weighted costs of County Waterworks alternative water supply defined in Sections 5.2 (a) and (b) above using the relative percentages and unit rates of each alternative water supply used by County Waterworks during the fiscal year in which the recycled water was delivered, with the result of this calculation multiplied by ninety percent (90%). County Waterworks shall notify the Districts of the amount of this calculated Water Rate within forty-five (45) days of the end of each Districts' fiscal year.

For the purposes of this Agreement, County Waterworks costs shall be defined as all costs incurred by County Waterworks, properly allowable under generally-accepted accounting principles, attributable to the County Waterworks recycled water distribution system, including but not limited to: capital costs (excluding depreciation), right-of-way acquisition costs, reasonable administration and special program costs related to the use of recycled water, pump station, reservoir and pipeline replacement and maintenance costs, energy cost and all economic benefits realized through low interest loans, investment earnings on debt service funds, rebates, grants and other subsidies obtained by County Waterworks from external sources to defray the cost of providing recycled water and/or constructing reclamation facilities.

For the purposes of this Agreement, the average unit cost of operation and maintenance shall be determined on the basis of the Districts' accounting and other regularly-maintained records and information, and shall be arrived at by dividing the total operation and maintenance costs of the LWRP and PWRP, excluding the costs for solids treatment/disposal and effluent disposal, by the number of acre-feet of treated effluent produced by these two plants.

The Districts shall have the right to audit the relevant books, accounts, and records of County Waterworks during normal business hours upon at least forty-eight (48) hours prior notice to County Waterworks. County Waterworks shall have the right to audit the relevant books, accounts, and records of the Districts during normal business hours upon at least forty-eight (48) hours prior notice to the Districts.

5.4 County Waterworks shall pay to the Districts the total operation and maintenance costs of the recycled water delivery and distribution facilities located on the Districts' property that are operated or maintained by the Districts on behalf of County Waterworks. The operation and maintenance costs shall be based on the Districts' books, accounts and records, and determined in accordance with generally-accepted accounting principles.

5.5 In the event that the Districts negotiate an agreement with any third party for the sale or transfer of recycled water from the LWRP and PWRP at a price less than set forth in this Section 5, the Districts shall reduce County Waterworks' annual unit price of recycled water to the lower value for a volume of recycled water

equal to the amount sold or transferred to the third party. Districts shall also offer terms and conditions included in the third party agreement to County Waterworks.

6. Payment for Recycled Water

6.1 The Districts agree to invoice County Waterworks on a quarterly basis for the cost of the recycled water purchased by County Waterworks and for all recycled water delivery and distribution facilities operation and maintenance costs incurred by the Districts on behalf of County Waterworks as specified in Section 5 above within ninety (90) days after the close of each Districts fiscal year.

6.2 In the event County Waterworks fails to pay the full amount of any invoice within sixty (60) days after mailing of invoice, interest shall accrue on the sum due at the rate of one (1) percent per month until full payment is made. In the event County Waterworks fails to pay the full amount of any invoice within 180 days, the Chief Engineer may, within five (5) business days following written notice under Section 12 of this Agreement, disconnect County Waterworks facilities at the points of connection, and may remove all of County Waterworks facilities located on the Districts' property. This remedy is in addition to all other remedies provided by law.

7. Metering and Measurement of Flows

7.1 County Waterworks agrees to install at its own expense a meter or meters of appropriate size and type at each Point of Connection for the purpose of measuring the quantity of recycled water delivered from the LWRP and PWRP under the terms of this Agreement. County Waterworks agrees to notify the Districts in writing of the total quantity of recycled water delivered each month. Such written notice shall be provided within thirty (30) days of the end of the month for which the report is being made.

7.2 County Waterworks hereby agrees to provide access to County Waterworks property and to require its customers to allow the Districts to enter upon all properties on which recycled water is used at any time for purposes of verifying compliance with requirements under Water Code Section 13523.1(b)(5).

8. Limitation of Use

8.1 County Waterworks understands and agrees that recycled water delivered from the LWRP and/or PWRP under the terms of this Agreement has limited uses, and County Waterworks agrees to use or sell this recycled water for only those uses or purposes which are legally permissible under the then current Districts' "Ordinance Providing for the Establishment and Enforcement of Regulations for Recycled Water Users" for

District No. 14 and the Districts' "Ordinance Providing for the Establishment and Enforcement of Regulations Pursuant to Water Recycling Requirements for Recycled Water Users" for District No. 20 (Ordinances), the laws of the State, the then current version of the State Department of Public Health's (the "Department") Water Recycling Criteria contained in Title 22, Division 4, Chapter 3 of the California Code of Regulations, the most recent WRRs issued by the Board and the directions of any and all regulatory agencies with appropriate jurisdiction.

Unless required by law, the Districts agree not to amend or modify the Ordinances or related regulations in any manner that would contradict this Agreement without prior written approval of County Waterworks, not to be unreasonably withheld. Notwithstanding the foregoing, if County Waterworks does not approve new Ordinances or regulations, County Waterworks shall remain obligated to comply with the then existing Ordinances and regulations.

8.2 County Waterworks agrees to provide by agreement, ordinance, or other such administrative mandate, at County Waterworks discretion, that any and all sites that use recycled water from the LWRP and PWRP do so in accordance with the pertinent criteria for such use mandated by the Department and/or other regulatory agencies, including the Districts, with appropriate jurisdiction, and that the sites using recycled water do not constitute a nuisance. County Waterworks further agrees to perform or cause to be performed periodic inspections of these sites, including cross-connection shut down tests, when required, in accordance with the California Water Code, the most recent version of the Department's Water Recycling Criteria contained in Title 22 of the California Code of Regulations, and directives from regulatory agencies with appropriate jurisdiction. County Waterworks shall provide copies of all such inspection reports to the Districts in a timely manner.

8.3 Other than the WRRs, County Waterworks agrees to obtain all necessary permits and approvals required by law for the County Waterworks construction of facilities and use of recycled water after each Point of Connection from the appropriate regulatory agencies, including the Department and the Regional Board and any applicable Ordinances enacted by the Districts. To the extent required by law, construction of recycled water distribution facilities, both in public right-of-way and on private or public property, must be inspected and approved by the County Department of Public Health. The Districts have been issued a master permit from the Regional Board that exclusively covers recycled water from the LWRP used in the City of Lancaster's Division Street Corridor Recycled Water Project. In the event that such a permit is applicable to County Waterworks' recycled water projects, the Districts will seek to have the County Waterworks recycled water uses covered by any such permit. The Districts agree to be the responsible party in charge of maintaining the master permit and WRRs in full force and effect, at the Districts' sole cost and expense, and to assist the County Waterworks with document preparation and submittal as may be necessary to obtain all other required permits.

8.4 Any new or extended portion(s) of County Waterworks recycled water distribution system must be first approved by the Districts, which approval shall not be unreasonably withheld, the Department and the Regional Board before deliveries of recycled water through that portion may commence. The Districts shall cooperate with County Waterworks to allow it to obtain said approvals and if needed request revisions to the WRRs. County Waterworks shall submit to Districts a "Report of Recycled Water Use" in accordance with the provisions of the WRRs. County Waterworks and the Districts agree to cooperate in order to prepare and submit an appropriate Engineering Report detailing the new or extended distribution system for approval by the Department and the Regional Board.

8.5 County Waterworks agrees to notify the Districts in the event that County Waterworks experiences a spill of recycled water that exceeds fifty thousand (50,000) gallons, as required by California Water Code §13529.2 or such lesser quantity as may from time to time be legally required to be reported. Such notification shall be by telephone within twenty-four (24) hours of knowledge of the spill, with a written report to follow within two (2) business days. Such written report must be provided by both telephone facsimile and electronic mail to both the Districts' Monitoring Section Head and Water Recycling Coordinator. Spills below 50,000 gallons but above the incidental runoff volumes shall also be reported to the Districts. Per the State Water Resources Control Board, incidental runoff refers to small amounts of runoff from intended recycled water use areas, over-spray from sprinklers that drifts out of the intended use area, and overflows of ponds that contain recycled water during storms.

8.6 County Waterworks agrees to comply with the then current Ordinances, included in this Agreement as Exhibit B, as modified from time to time by the Chief Engineer subject to provisions of Section 8.1 above.

8.7 County Waterworks agrees to comply with the then current "Requirements for Recycled Water Users", included in this Agreement in draft form as Exhibit C, as modified from time to time by the Chief Engineer subject to provisions of Section 8.1 above.

9. Duplication of Services

9.1 The Districts agree not to serve any recycled water from the LWRP or PWRP on a retail basis within the County Waterworks service area. Nothing herein shall preclude the Districts from providing recycled water to third parties that are authorized to sell or otherwise transfer recycled water to Piute Ponds, Apollo Lakes, or to agricultural areas developed and operated by the Districts or by its contract farmer(s).

9.2 County Waterworks agrees to waive and release all claims it may have or that may arise against the Districts for service duplication, as provided for in sections 1501 et seq of the California Public Utilities Code, in connection with the Districts' execution of any recycled water agreements with the City of Lancaster, the City of Palmdale, Palmdale Water District, or other water purveyors and not to seek any damages, compensation or reimbursement for those portions of its facilities which are made inoperative, reduced in value, or rendered useless as a result thereof.

10. Term

10.1 The term of this Agreement shall be twenty-five (25) years from the date of execution, unless sooner terminated by mutual written agreement signed by both Parties. The Parties agree that any portion of this Agreement may be modified by written amendment at any time by mutual agreement of the parties.

10.2 Subject to the terms of this Section 10.2, the Districts grant to County Waterworks a one-time option to extend the term of this Agreement for a period of an additional twenty-five (25) years from the termination date set forth in Section 10.1 (the "Termination Date"). Any extended term of this Agreement will be subject to a revised pricing policy, rate structure, or other method employed to determine the price of the Districts' recycled water at the time County Waterworks exercises its option. To exercise this option, County Waterworks must not be in default of any of the provisions of this Agreement and must deliver written notice of its exercise of the option to the Chief Engineer in the manner specified in Section 12 of this Agreement not earlier than two (2) years nor later than one (1) year prior to the Termination Date. If County Waterworks exercises its option to extend the term of this Agreement, County Waterworks shall maintain its entitlement to recycled water produced at the LWRP and/or PWRP, as set forth in Section 2 above. Subject to the above provisions, any and all of the remaining terms and conditions of this Agreement, including price, shall be subject to renegotiation and the consent of both parties. Such negotiations shall be conducted reasonably and in good faith, provided, however, that the failure to arrive at mutually agreed upon terms by the Termination Date will result in the termination of this Agreement on such Date.

11. Assignments

11.1 Subject to Section 2.8 above, neither party may transfer or assign any of its rights under this Agreement without the prior written consent of the other party, which consent may be withheld in the sole and absolute discretion of either party.

12. Notices

All notices given pursuant to this Agreement shall be addressed to the Districts or County Waterworks as set forth below or as the Districts or County Waterworks may hereafter designate in writing, and shall be sent through the United States Mail, duly registered or certified, return receipt requested, with postage prepaid thereon, or by any other method providing positive proof of delivery.

TO DISTRICT

Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
Post Office Box 4998
Whittier, CA 90607-4998

TO LOS ANGELES COUNTY WATERWORKS DISTRICT

Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-146

13. General Provisions

13.1 Integration. This Agreement, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that no representation by either Party, which is not embodied in this Agreement, shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by both Parties.

13.2 Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsperson, but in accordance with its fair meaning.

13.3 Counterparts. This Agreement shall be executed in duplicate originals, one for each Party, each of which duplicate original shall be deemed to be an original, but all of which shall constitute one and the same agreement.

13.4 Chief Engineer's Authority. The Chief Engineer shall have the authority to take all actions on behalf of the Districts in connection with any approvals, consents, or actions required of or by the Districts under this Agreement and to approve and execute minor amendments to the terms of this Agreement.

13.5 Incorporation of Recitals. The Recitals of this Agreement are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year above set forth.

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40

By: Dean D. Efstathiou
for Director of Public Works

COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

ATTEST:

By: Kimberly A. Compton
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By: Robert C. Ventimiglia for
Deputy Frederick R Pfeffle

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD, AND SMITH LLP

By: B. Robert Maack
District Counsel

Exhibit A

California Health Laws Related to Recycled Water

"The Purple Book"

Excerpts from the Health and Safety Code, Water Code, and Titles 22 and 17 of the California Code of Regulations

Last Update: June 2001

The document is meant to be an aid to staff of the Drinking Water Program within the Department of Health Services Division of Drinking Water and Environmental Management. It should not be relied upon by the regulated community as the State of California's representation of the law, since the published codes are the only official representations of the law.

Published codes are available on the Internet at http://www.leginfo.ca.gov/ (statutes) and http://ccr.oal.ca.gov/ (regulations). They are also available at law libraries -- call your County Bar Association for the nearest location.

Every effort has been made to assure the accuracy of this compilation. Readers who find and error or who are aware of an omission should contact Jeff Stone of DHS' Recycled Water Unit at jstone1@dhs.ca.gov.

CHAPTER 3 WATER RECYCLING CRITERIA
ARTICLE 1 DEFINITIONS

60301. Definitions

60301.100. Approved laboratory

"Approved laboratory" means a laboratory that has been certified by the Department to perform microbiological analyses pursuant to section 116390, Health and Safety Code.

60301.160. Coagulated wastewater

"Coagulated wastewater" means oxidized wastewater in which colloidal and finely divided suspended matter have been destabilized and agglomerated upstream from a filter by the addition of suitable floc-forming chemicals.

60301.170. Conventional treatment

"Conventional treatment" means a treatment chain that utilizes a sedimentation unit process between the coagulation and filtration processes and produces an effluent that meets the definition for disinfected tertiary recycled water.

60301.200. Direct beneficial use

"Direct beneficial use" means the use of recycled water that has been transported from the point of treatment or production to the point of use without an intervening discharge to waters of the State.

60301.220. Disinfected secondary-2.2 recycled water

"Disinfected secondary-2.2 recycled water" means recycled water that has been oxidized and disinfected so that the median concentration of total coliform bacteria in the disinfected effluent does not exceed a most probable number (MPN) of 2.2 per 100 milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed, and the number of total coliform bacteria does not exceed an MPN of 23 per 100 milliliters in more than one sample in any 30 day period.

60301.225. Disinfected secondary-23 recycled water

"Disinfected secondary-23 recycled water" means recycled water that has been oxidized and disinfected so that the median concentration of total coliform bacteria in the disinfected effluent does not exceed a most probable number (MPN) of 23 per 100

milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed, and the number of total coliform bacteria does not exceed an MPN of 240 per 100 milliliters in more than one sample in any 30 day period.

60301.230. Disinfected tertiary recycled water

"Disinfected tertiary recycled water" means a filtered and subsequently disinfected wastewater that meets the following criteria:

(a) The filtered wastewater has been disinfected by either:

(1) A chlorine disinfection process following filtration that provides a CT (the product of total chlorine residual and modal contact time measured at the same point) value of not less than 450 milligram-minutes per liter at all times with a modal contact time of at least 90 minutes, based on peak dry weather design flow; or

(2) A disinfection process that, when combined with the filtration process, has been demonstrated to inactivate and/or remove 99.999 percent of the plaque-forming units of F-specific bacteriophage MS2, or polio virus in the wastewater. A virus that is at least as resistant to disinfection as polio virus may be used for purposes of the demonstration.

(b) The median concentration of total coliform bacteria measured in the disinfected effluent does not exceed an MPN of 2.2 per 100 milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed and the number of total coliform bacteria does not exceed an MPN of 23 per 100 milliliters in more than one sample in any 30 day period. No sample shall exceed an MPN of 240 total coliform bacteria per 100 milliliters.

60301.240. Drift

"Drift" means the water that escapes to the atmosphere as water droplets from a cooling system.

60301.245. Drift eliminator

"Drift eliminator" means a feature of a cooling system that reduces to a minimum the generation of drift from the system.

60301.250. Dual plumbed system

"Dual plumbed system" or "dual plumbed" means a system that utilizes separate piping systems for recycled water and potable water within a facility and where the recycled water is used for either of the following purposes:

(a) To serve plumbing outlets (excluding fire suppression systems) within a building or

(b) Outdoor landscape irrigation at individual residences.

60301.300. F-Specific bacteriophage MS-2

"F-specific bacteriophage MS-2" means a strain of a specific type of virus that infects coliform bacteria that is traceable to the American Type Culture Collection (ATCC 15597B1) and is grown on lawns of E. coli (ATCC 15597).

60301.310. Facility

"Facility" means any type of building or structure, or a defined area of specific use that receives water for domestic use from a public water system as defined in section 116275 of the Health and Safety Code.

60301.320. Filtered wastewater

"Filtered wastewater" means an oxidized wastewater that meets the criteria in subsection (a) or (b):

(a) Has been coagulated and passed through natural undisturbed soils or a bed of filter media pursuant to the following:

(1) At a rate that does not exceed 5 gallons per minute per square foot of surface area in mono, dual or mixed media gravity, upflow or pressure filtration systems, or does not exceed 2 gallons per minute per square foot of surface area in traveling bridge automatic backwash filters; and

(2) So that the turbidity of the filtered wastewater does not exceed any of the following:

(A) An average of 2 NTU within a 24-hour period;

(B) 5 NTU more than 5 percent of the time within a 24-hour period; and

(C) 10 NTU at any time.

(b) Has been passed through a microfiltration, ultrafiltration, nanofiltration, or reverse osmosis membrane so that the turbidity of the filtered wastewater does not exceed any of the following:

(1) 0.2 NTU more than 5 percent of the time within a 24-hour period; and

(2) 0.5 NTU at any time.

60301.330. Food crops

"Food crops" means any crops intended for human consumption.

60301.400. Hose bibb

"Hose bibb" means a faucet or similar device to which a common garden hose can be readily attached.

60301.550. Landscape impoundment

"Landscape impoundment" means an impoundment in which recycled water is stored or used for aesthetic enjoyment or landscape irrigation, or which otherwise serves a similar function and is not intended to include public contact.

60301.600. Modal contact time

"Modal contact time" means the amount of time elapsed between the time that a tracer, such as salt or dye, is injected into the influent at the entrance to a chamber and the time that the highest concentration of the tracer is observed in the effluent from the chamber.

60301.620. Nonrestricted recreational impoundment

"Nonrestricted recreational impoundment" means an impoundment of recycled water, in which no limitations are imposed on body-contact water recreational activities.

60301.630. NTU

"NTU" (Nephelometric turbidity unit) means a measurement of turbidity as determined by the ratio of the intensity of light scattered by the sample to the intensity of incident light as measured by method 2130 B. in Standard Methods for the Examination of Water and Wastewater, 20th ed.; Eaton, A. D., Clesceri, L. S., and Greenberg, A. E., Eds; American Public Health Association: Washington, DC, 1995; p. 2-8.

60301.650. Oxidized wastewater.

"Oxidized wastewater" means wastewater in which the organic matter has been stabilized, is nonputrescible, and contains dissolved oxygen.

60301.660. Peak dry weather design flow

"Peak Dry Weather Design Flow" means the arithmetic mean of the maximum peak flow rates sustained over some period of time (for example three hours) during the maximum 24-hour dry weather period. Dry weather period is defined as periods of little or no rainfall.

60301.700. Recycled wateragency.

"Recycled water agency" means the public water system, or a publicly or privately owned or operated recycled water system, that delivers or proposes to deliver recycled water to a facility.

60301.710. Recycling plant

"Recycling plant" means an arrangement of devices, structures, equipment, processes and controls which produce recycled water.

60301.740. Regulatory Agency

"Regulatory agency" means the California Regional Water Quality Control Board(s) that have jurisdiction over the recycling plant and use areas.

60301.750. Restricted access golf course

"Restricted access golf course" means a golf course where public access is controlled so that areas irrigated with recycled water cannot be used as if they were part of a park, playground, or school yard and where irrigation is conducted only in areas and during periods when the golf course is not being used by golfers.

60301.760. Restricted recreational impoundment

"Restricted recreational impoundment" means an impoundment of recycled water in which recreation is limited to fishing, boating, and other non-body-contact water recreational activities.

60301.800. Spray irrigation

"Spray irrigation" means the application of recycled water to crops to maintain vegetation or support growth of vegetation by applying it from sprinklers.

Section 60301.830. Standby Unit Process.

"Standby unit process" means an alternate unit process or an equivalent alternative process which is maintained in operable condition and which is capable of providing comparable treatment of the actual flow through the unit for which it is a substitute.

60301.900. Undisinfected secondary recycled water.

"Undisinfected secondary recycled water" means oxidized wastewater.

60301.920. Use area

"Use area" means an area of recycled water use with defined boundaries. A use area may contain one or more facilities.

ARTICLE 2. SOURCES OF RECYCLED WATER.

60302. Source specifications.

The requirements in this chapter shall only apply to recycled water from sources that contain domestic waste, in whole or in part.

DIST 14 FORM

ORDINANCE PROVIDING FOR THE ESTABLISHMENT AND ENFORCEMENT OF REGULATIONS FOR RECYCLED WATER USERS

The Board of Directors of County Sanitation District No. 14 of Los Angeles County (hereinafter "District") ordains as follows:

1. AUTHORITY

This Ordinance is enacted pursuant to authority contained in the County Sanitation District Act, California Health and Safety Code Sections 4700 *et seq.*, and exercises authority conferred by law including but not limited to Division 7, Chapter 7, Article 4, Sections 13520 *et seq.* of the Water Code.

2. SHORT TITLE

This Ordinance shall be known as the **Water Recycling Ordinance** and may be cited as such.

3. PURPOSE

The purpose of this Ordinance is to provide for the establishment and enforcement of regulations pertaining to the administration of a Master Recycling Permit issued by the California Regional Water Quality Control Board, Lahontan Region ("Lahontan Regional Board") pursuant to Water Code Section 13523.1. This Ordinance will govern the use of recycled water in accordance with the Water Recycling Criteria established by the California Department of Health Services pursuant to Water Code Section 13521, and codified in Title 22, Division 4, Chapter 3 of the California Code of Regulations.

4. FINDINGS AND DETERMINATIONS

For over forty years, the County Sanitation Districts of Los Angeles County, including District No. 14, have owned and operated wastewater treatment plants capable of producing water that meets all requirements for recycled water, including but not limited to regulations and other directives issued by the California Department of Health Services and the Lahontan Regional Board.

The District is the producer of disinfected tertiary recycled water and supplies recycled water under a Master Recycling Permit to Users, including governmental agencies and private parties.

5. APPLICATION

This Ordinance shall apply to any and all Users to whom the District distributes recycled water, either directly or through an intermediate party.

6. DEFINITIONS

For purposes of this Ordinance, the following definitions shall apply to the following terms:

a) **"Authorized Recycled Water Use Site"** is a site authorized for use of recycled water under a Master Recycling Permit. The uses of recycled water and the site location must comply with permit conditions; also referred to as "Authorized Site."
b) **"Master Recycling Permit"** is a permit issued to a supplier or a distributor, or both, of recycled water, that includes waste discharge requirements prescribed pursuant to Section 13263 and water recycling requirements pursuant to Section 13523.1 of the Water Code.
c) **"Person"** is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.
d) **"Recycled water"** is water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur, and is therefore considered a valuable resource.
e) **"Regional Water Quality Control Board, Lahontan Region"** is a California regional water quality control board, as specified in Water Code Section 13200, that exercises jurisdiction over the District; also referred to as "Lahontan Regional Board."
f) **"State Water Resources Control Board"** is an agency of the state of California created by the Legislature and exercising its powers pursuant to the Porter-Cologne Water Quality Control Act, Water Code Section 13000 *et seq.*
g) **"User"** is any person to whom the District distributes recycled water, including end users to whom recycled water is conveyed through an intermediate party.
h) **"Water Recycling Criteria"** are the criteria established by the California Department of Health Services generally dealing with the levels of constituents of recycled water, and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the California Code of Regulations, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria."

7. ADMINISTRATION

The District shall administer this Ordinance so as to comply with the terms and conditions of its Master Recycling Permit, which requires the District to establish and enforce regulations governing the use of recycled water in accordance with the Water Recycling Criteria established by the California Department of Health Services.

8. REQUIREMENTS

A. A User who receives the District's recycled water must comply with the terms of this Ordinance and with the following requirements:

1) Water Recycling Criteria, as established by the California Department of Health Services, Title 22, Division 4, Chapter 3 of the California Code of Regulations;[1]

[1] *Available at* http://government.westlaw.com/linkedslice/default.asp?SP=CCR-1000 (as of July 13, 2006).

2) Requirements, rules, regulations, and/or restrictions established by the California State Water Resources Control Board;[2]
3) Requirements, rules, regulations, and/or restrictions established by the Lahontan Regional Board;[3]
4) Requirements, rules, regulations and/or restrictions within Master Recycling Permits, which are incorporated herein and made a part hereof, to the extent that they are applicable to persons subject to the Ordinance;
5) Requirements, rules, regulations, and/or restrictions, pertaining to the quality of recycled water, adopted by any agency maintaining jurisdiction over any person subject to this Ordinance;

A User must keep apprised of any changes to the foregoing requirements. A User must conform to any applicable changes to the requirements; a violation thereof is the User's sole responsibility. A violation of any of the foregoing requirements will constitute a violation of this Ordinance.

B. A person seeking to operate a proposed Authorized Recycled Water Use Site ("Authorized Site"), and directly receive the District's recycled water, must comply with the following:

1) The person must file an application therefore with the District
2) The person must execute a User Agreement, which includes the District's terms and conditions for use of recycled water at the Authorized Site, including information required by Water Code section 13523.1. Any violation of a User Agreement shall be a violation of this Ordinance and punishable as such.

A person seeking to operate a proposed Authorized Site, and receive the District's recycled water through an intermediary, must file an application with the intermediate party prior to any delivery of recycled water. Such application shall not be effective until it has been approved by the District.

9. ENFORCEMENT

The Chief Engineer and General Manager of the District shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Chief Engineer and General Manager may be delegated to persons acting in the beneficial interest of or in the employ of the District.

10. VIOLATION

A. A violation of this Ordinance shall constitute a basis for rescission of any User Agreement.

B. A violation of this Ordinance may constitute a basis for immediate cessation of recycled water delivery.

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[2] *Available at* http://www.swrcb.ca.gov/ [as of July 13, 2006].
[3] *Available at* http://www.waterboards.ca.gov/lahontan/ [as of July 13, 2006].

C. The Chief Engineer shall adopt notice and hearing procedures to implement this section, which shall be consistent with the rights afforded by due process.

11. VALIDITY

If any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional for any reason by any court, that decision does not affect the validity or constitutionality of the remainder of this Ordinance. The Board of Directors declares that it would have adopted each provision of this Ordinance irrespective of the validity of any other provision.

PASSED, APPROVED AND ADOPTED THIS 23rd day of August 2006.

Chairperson, Board of Directors PRO TEM
County Sanitation District No. 14
of Los Angeles County

ATTEST:

Clerk, Board of Directors
County Sanitation District No. 14
of Los Angeles County

PASSED AND ADOPTED by the Board of Directors of County Sanitation District No. 14 of Los Angeles County on August 23, 2006 by the following vote:

AYES:	Directors Hearns and Antonovich
NOES:	None
ABSENT:	Director Ledford

Secretary of the Board of Directors
County Sanitation District No. 14
of Los Angeles County

ORDINANCE PROVIDING FOR THE ESTABLISHMENT AND ENFORCEMENT OF REGULATIONS PURSUANT TO WATER RECYCLING REQUIREMENTS FOR RECYCLED WATER USERS

The Board of Directors of County Sanitation District No. 20 of Los Angeles County (hereinafter "District") ordains as follows:

1. AUTHORITY

This Ordinance is enacted pursuant to authority contained in the County Sanitation District Act, California Health and Safety Code Sections 4700 *et seq.*, and exercises authority conferred by law including but not limited to Division 7, Chapter 7, Article 4, Sections 13520 *et seq.* of the Water Code.

2. SHORT TITLE

This Ordinance shall be known as the **District No. 20 Recycled Water Ordinance** and may be cited as such.

3. PURPOSE

The purpose of this Ordinance is to provide for the establishment and enforcement of regulations pertaining to the administration of waste discharge requirements ("WDRs") issued by the California Regional Water Quality Control Board, Lahontan Region ("Regional Board"), pursuant to Water Code Section 13263, water reclamation requirements ("WRRs") issued pursuant to Section 13523, or a master reclamation permit ("Master Permit") issued pursuant to Section 13523.1. This Ordinance will govern the use of recycled water in accordance with the Water Recycling Criteria established by the California Department of Health Services ("DHS") pursuant to Water Code Section 13521, and codified in Title 22, Division 4, Chapter 3 of the California Code of Regulations.

4. FINDINGS AND DETERMINATIONS

For over forty years, the County Sanitation Districts of Los Angeles County have owned and operated wastewater treatment plants capable of producing water that meets all requirements for recycled water, including but not limited to regulations and other directives issued by the DHS and the Regional Board.

No person may recycle water or use recycled water until a California Regional Water Quality Control Board either establishes WDRs, WRRs, or Master Permits (collectively, "Permits") or determines that no such Permits are necessary.[1] As the producer of recycled water, the District oversees the production and use of recycled water pursuant to Permits issued by the Regional Board.

[1] California Water Code § 13524.

5. APPLICATION

This Ordinance shall apply to any and all Users to whom the District distributes recycled water, either directly or through an intermediate party, including Purveyors that act as such intermediate parties in delivering recycled water to Users.

6. DEFINITIONS

For purposes of this Ordinance, the following definitions shall apply to the following terms:

a) **"Authorized Recycled Water Use Site"** is a site authorized for use of recycled water; the uses of recycled water and the site location must comply with Permits as issued by the Regional Board.
b) **"Chief Engineer"** is the Chief Engineer and General Manager of the District.
c) **"Master Reclamation Permit"** contains requirements established by the Regional Board pursuant to Water Code Section 13523.1.
d) **"Person"** is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.
e) **"Purveyor"** is any public, private, investor-owned, or other water utility that is legally permitted to distribute water and that obtains recycled water from the District for distribution to Users.
f) **"Recycled water"** is water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur, and is therefore considered a valuable resource.
g) "**Regulations**" are requirements established by the Chief Engineer that govern the design and construction of recycled water use facilities and the use of recycled water, in accordance with the Uniform Statewide Reclamation Criteria. These may also be called the District's "*Requirements for Recycled Water Users.*"
h) **"State Water Resources Control Board"** is an agency of the state of California created by the Legislature and exercising its powers pursuant to the Porter-Cologne Water Quality Control Act, Water Code Section 13000 *et seq.*
i) **"User"** is any person to whom the District distributes recycled water under the Permits issued to the District by the Regional Board, including end users to whom recycled water is conveyed through an intermediate party. User does not include persons who have been independently issued Permits from the Regional Board.
j) **"User Agreement"** is a contractual agreement between the User and/or Purveyor and the District that establishes the conditions for recycled water service and use.
k) **"Waste Discharge Requirements"** are requirements that are established by the Regional Board pursuant to Water Code Section 13263.
l) **"Water Recycling Criteria"** are the criteria established by the DHS generally dealing with the levels of constituents of recycled water, and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the California Code of Regulations, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria."
m) **"Water Recycling Requirements"** are requirements that are established by the Regional Board pursuant to Water Code section 13523.

7. ADMINISTRATION

The District shall administer this Ordinance so as to comply with the terms and conditions of Permits as issued by the Regional Board.

8. REQUIREMENTS

A. A User and/or Purveyor who receives the District's recycled water must comply with the terms of this Ordinance and with the following requirements:

1) Water Recycling Criteria, as established by the California Department of Health Services, Title 22, Division 4, Chapter 3 of the California Code of Regulations;
2) Requirements, rules, regulations, and/or restrictions established by the California State Water Resources Control Board;
3) Requirements, rules, regulations, and/or restrictions established by the Regional Board.
4) Permits issued by the Regional Board, which are incorporated herein and made a part hereof, to the extent that they are applicable to persons subject to this Ordinance;
5) Requirements, rules, regulations, and/or restrictions, pertaining to the quality of recycled water, adopted by any agency maintaining jurisdiction over any person subject to this Ordinance;
6) Regulations adopted by the Chief Engineer pursuant to Section 9 of this Ordinance.

A User and/or Purveyor must keep apprised of any changes to the foregoing requirements. A User and/or Purveyor must conform to any applicable changes to the requirements; a violation thereof is the User's and/or Purveyor's sole responsibility. A violation of any of the foregoing requirements will constitute a violation of this Ordinance.

B. A person seeking to operate a proposed Authorized Recycled Water Use Site ("Authorized Site"), and directly receive the District's recycled water, must comply with the following:

1) The person must file an application therefore with the District prior to using the recycled water. Persons who have already executed a User Agreement with the District are exempt from this requirement until such time as the Agreement is amended or revised.

2) The person must execute a User Agreement, which includes the District's terms and conditions for use of recycled water at the Authorized Site. Any violation of a User Agreement shall be a violation of this Ordinance and punishable as such. Any Person that has been a User for more than one year prior to the effective date of this Ordinance, and has otherwise been in conformance with all legal requirements and directives of the District, shall be exempt from this subparagraph (2) for a period of one year from said effective date.

A person seeking to operate a proposed Authorized Site, and receive the District's recycled water through a Purveyor, must file an application with the Purveyor prior to any delivery of recycled water. Such application shall not be effective until it has been approved by the District.

9. ENFORCEMENT

The Chief Engineer is granted authority to establish Regulations governing the use of recycled water as necessary, which shall be in accordance with existing law.

The Chief Engineer shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Chief Engineer may be delegated to persons acting in the beneficial interest of or in the employ of the District.

10. VIOLATION

A. Upon a written determination of the Chief Engineer that a violation of this Ordinance has occurred, such action shall constitute a basis for:

1) termination of any User Agreement

2) immediate cessation of recycled water delivery

B. The Chief Engineer shall adopt notice and hearing procedures to implement this section, which shall be consistent with the rights afforded by due process.

11. VALIDITY

If any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional for any reason by any court, that decision does not affect the validity or constitutionality of the remainder of this Ordinance. The Board of Directors declares that it would have adopted each provision of this Ordinance irrespective of the validity of any other provision.

Chairperson, Board of Directors
County Sanitation District
No. 20 of Los Angeles County

ATTEST:

Clerk, Board of Directors
County Sanitation District
No. 20 of Los Angeles County

PASSED AND ADOPTED by the Board of Directors of County Sanitation District No. 20 of Los Angeles County on February 28, 2007, by the following vote:

AYES: Two (2) Directors Ledford, and Yaroslavsky

NOES: None

ABSTAIN: None

ABSENT: One (1) Director Dispenza

Secretary of the Board of Directors
County Sanitation District No. 20
of Los Angeles County

Exhibit C

Draft 14/20 –October 17, 2007

Draft Requirements for Recycled Water Users
County Sanitation Districts of Los Angeles County
District Nos. 14 and 20

Introduction

These Requirements for Recycled Water Users (Requirements) have been established by the Chief Engineer and General Manager of the County Sanitation Districts of Los Angeles County (Districts) in conformance with ordinances adopted on August 23, 2006 by County Sanitation District No. 14 of Los Angeles County and on February 28, 2007 by County Sanitation District No. 20 of Los Angeles County (Ordinances). The effective dates of the Ordinances are thirty days from the date of adoption. The Requirements institute regulations pertaining to the administration of waste discharge requirements (WDRs) issued to the Districts pursuant to California Water Code (Water Code) section 13263, water reclamation requirements (WRRs) issued pursuant to section 13523, or a master reclamation permit (Master Permit) issued pursuant to section 13523.1 by the California Regional Water Quality Control Board, Lahontan Region (LRWQCB).

Background

The Water Code section 13523.1(a) authorizes the issuance of Master Permits to suppliers or distributors, or both, of recycled water in lieu of issuing individual water reclamation requirements to each recycled water user. Water Code section 13523.1(b) sets forth the requirements for Master Permits issued by the Regional Water Quality Control Boards (RWQCBs), including a condition that the permittee establish and enforce rules or regulations for recycled water users governing the design and construction of recycled water use facilities and the use of recycled water, in accordance with the uniform Statewide Reclamation Criteria established pursuant to section 13521.

A Master Permit has been adopted by the LRWQCB for the Lancaster Water Reclamation Plant (WRP) (Order No. R6V-2006-0009). Should the LRWQCB issue individual WDRs or WRRs to the Districts for the use of tertiary recycled water for non-potable reuse applications from the Lancaster WRP or Palmdale WRP, it is the Districts' intent that the Requirements established herein will apply to those uses.

Findings

The Requirements are in conformance with the following:

- Provisions established by the WDRs, WRRs, or Master Permits issued by the LRWQCB to the Districts.
- Applicable portions of the Water Code, including Water Code section 13523.1.
- Applicable portions of the Health and Safety Code.
- California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, Uniform Statewide Reclamation Criteria.
- CCR, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Article 1 & 2.
- Conditions established by the County of Los Angeles Department of Public Health (LACDPH) for the use of recycled water.

The Requirements are consistent with the following:

- The Guidelines for the *Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water,* California State Department of Public Health (CDPH).
- Any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California/Nevada section, *Guidelines for the Distribution of Non-Potable Water and Guidelines for Retrofitting To Recycled Water* or alternate measures that are acceptable to CDPH.
- Relevant user manuals such as the Los Angeles County Recycled Water Advisory Committee's, 2005, *Recycled Water User Manual.*

Requirements For All Recycled Water Users

1. **Definitions that Apply to These Requirements.**
   - 1.1. **Authorized Recycled Water Use Site** is a site authorized for use of recycled water; the uses of recycled water and the site location must comply with Permits as issued by the LRWQCB to the Districts.
   - 1.2. **Direct User** is any person to whom the Districts directly distributes recycled water under the Permits issued to the Districts by the LRWQCB.
   - 1.3. **Incidental Runoff** is any small amount recycled water that leaves the intended recycle water use area as a result of over-spray or leakage from sprinklers, over watering, breaks in lines or overflow of impoundments that contain recycled water during storms.
   - 1.4. **Master Reclamation Permit** contains requirements established by the LRWQCB for the Districts pursuant to Water Code section 13523.1.
   - 1.5. **Person** is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.
   - 1.6. **Purveyor** is any public, private, investor-owned, or other water utility that is legally permitted to distribute water and that obtains recycled water from the Districts for distribution to Users.
   - 1.7. **Recycled water** is water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur, and is therefore considered a valuable resource.
   - 1.8. **User** is any person to whom the Districts distributes recycled water under the Permits issued to the Districts by the LRWQCB, including end users to whom recycled water is conveyed through an intermediate party. User does not include persons who have been independently issued Permits by the LRWQCB.
   - 1.9. **User Agreement** is a contractual agreement between the User and/or Purveyor and the Districts that establishes the conditions for recycled water service and use.
   - 1.10. **Waste Discharge Requirements** are requirements that are established for the Districts by the LRWQCB pursuant to Water Code section 13263.
   - 1.11. **Water Recycling Criteria** are the criteria established by the CDPH generally dealing with the levels of constituents of recycled water, and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the California Code of Regulations, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria.
   - 1.12. **Water Recycling Requirements** are requirements that are established for the Districts by the LRWQCB pursuant to Water Code section 13523.

2. **Applicability**
   - 2.1. Unless otherwise stated, these Requirements shall apply to any and all Users to whom the Districts distribute tertiary recycled water, either directly or through an intermediate party. These Requirements shall also apply to Purveyors that act as intermediate parties in delivering recycled water to Users. User does not include persons who have been independently issued Permits by the LRWQCB.
   - 2.2. These Requirements do not apply to the Districts, when the Districts are both the Purveyor and/or the User, receiving WDRs or WRRs issued by the LRWQCB for the use of tertiary recycled water.

3. **General Prohibitions.**
   - 3.1. Use of recycled water for any purposes other than those explicitly approved in the currently effective User Agreement is strictly prohibited.
   - 3.2. The User shall not discharge recycled water from treatment facilities, irrigation holding tanks, storage ponds, or other containment, other than for permitted reuse, except in accordance with other LRWQCB issued WDRs, WRRs or Master Permits, contingency plans authorized by the LRWQCB or for an approved discharge to a municipal sewage treatment system.
   - 3.3. The User shall not create any direct connection between recycled water and potable water pipelines.

4. Process to Obtain Permission to Use Recycled Water.

4.1. Any User who wishes to directly receive recycled water produced by the Districts must file a User Application Form (Application) with the Districts and receive approval from the Districts in writing before the use of recycled water can begin. The Application can be obtained from the Districts.

4.1.1. Users with existing User Agreements for the use of recycled water are exempt from filing an Application for sites receiving recycled water as of the effective date of the Ordinances until the User Agreement is amended or revised.

4.1.1.1. Users with existing User Agreements must provide documentation to the Districts that the person or persons responsible for operation and maintenance of the reuse site and the Site Supervisor have received training, and must submit to the Districts a Recycled Water System Operations Manual that includes information on how all requirements will be met, and an Emergency Cross-Connection Response Plan.

4.1.2. Any User who wishes to utilize recycled water for a use and/or a site not covered under a previously submitted Application, must file an Application with the Districts and receive approval before the use of recycled water can begin at that site.

4.1.3. Users with User Agreements for the use of recycled water enacted within one year of the effective date of the Ordinances must file an Application upon written request of the Districts.

4.2. Any Purveyor, with a User who wishes to receive recycled water produced by the Districts through that Purveyor for a new use at an existing site or at a site not receiving recycled water as of the effective date of these Requirements, must file an Application with the Districts and receive approval from the Districts in writing before the use of recycled water can begin at that site. The Application can be obtained from the Districts.

4.3. The Application filed by the Purveyor shall include:

4.3.1. A detailed description of the proposed recycled water use Site with: (a) a map showing the specific boundaries of the proposed Site; (b) the person or persons responsible for operation and maintenance of the site (O&M Staff), including the person designated as the Site Supervisor and contact information; (c) evidence that the O&M Staff and Site Supervisor have received appropriate training from the Districts or an equivalent training program or the date by which training will occur prior to delivery of recycled water such that the Site is operated and maintained in compliance with applicable laws and regulations, the Districts' WDRs, WRRs and Master Permits, and these Requirements; and (d) the specific use to be made of the recycled water at each Site.

4.3.2. Design plans and a description of best management practices that show that the quality of waters of the State will be protected (*see* Requirement 6).

4.3.3. Plans and specifications describing: (a) proposed piping systems to be used; (b) pipe locations for both recycled and potable systems; (c) type and location of the outlets and plumbing fixtures that will be accessible to the public; and (d) the methods and devices to be used to prevent backflow of recycled water into the potable water system.

4.3.4. The date by which a Recycled Water System Operations Manual will be submitted.

4.3.5. Emergency Cross-Connection Response Plan in accordance with the guidelines established by LACDPH or the date by which the Response Plan will be submitted prior to delivery of recycled water.

4.4. Except as provided by the Ordinances, any Direct User or Purveyor who wishes to receive recycled water produced by the Districts must enter into a User Agreement with District No. 14 or District No. 20 depending on the location of the reuse project before the use of recycled water can begin. The User Agreement shall include the Districts' terms and conditions for the use of recycled water.

4.5. Any User or Purveyor who wishes to receive recycled water produced by the Districts must follow the process presented in Appendix 1 that shows the various agencies involved in the process, documents that must be completed, how documents are routed, etc. Appendix 1A. outlines the process for Direct Users or Purveyors. Appendix 1B outlines the process for Users receiving water from Purveyors

5. Operational Requirements.

5.1. Each User shall designate a Site Supervisor who is responsible for the recycled water system at each Site under the User's control. Specific responsibilities of the Site Supervisor include the proper

installation, operation, and maintenance of the recycled water system; compliance with the Districts' WDRs, WRRs, or Master Permits, applicable laws and regulations, health department guidelines, and these Requirements; prevention of potential hazards; coordination with the cross-connection control program; and preservation of the recycled water system in "as built" form.

5.2. The Site Supervisor shall receive appropriate training to assure proper operation of recycling facilities, worker protection, and compliance with all applicable laws and regulations and with the Districts' WDRs, WRRs or Master Permits and these Requirements.

5.3. All recycled water facilities and control systems shall be maintained in good working order and operated as efficiently as possible to achieve compliance with all applicable laws and regulations and with the Districts' WDRs, WRRs or Master Permits and these Requirements.

5.4. All persons using recycled water must be instructed of its proper use and precautions.

5.5. Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any domestic water supply well.

5.6. Impoundment of disinfected tertiary recycled water shall not occur within 100 feet of any domestic water supply well.

5.7. No irrigation shall take place within 50 feet of any uncovered reservoir or stream currently used as a source of domestic water.

5.8. All recycled water impoundments shall be adequately protected from erosion, washout and flooding from a 24-hour rainfall event having a predicted frequency of once in 100 years.

5.9. Except as allowed under CCR, Title 17, section 7604, no physical connection shall be made nor shall a connection be allowed to exist between any recycled water system and potable water system.

5.10. An initial cross-connection test shall be conducted in accordance with the requirements of LACDPH to determine if there are any unknown connections between potable piping and existing piping to be used for recycled water prior to construction of retrofit work.

5.11. Prior to connection with the recycled water distribution system, a final cross-connection test shall be performed in accordance with the requirements of LACDPH to verify that construction or retrofit work was performed correctly.

5.12. A cross-connection test shall be performed as necessary to ensure the absolute separation of the recycled water system and potable water system is in accordance with the requirements of LACDPH. Such tests shall be performed following any significant modifications to the recycled water system or potable water system, construction of new buildings, or any activity that may impact, or has impacted these systems.

5.13. Cross-connection testing shall be performed by a specialist who has been certified by AWWA or a group with equivalent certification requirements.

5.14. The potable water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of CCR, Title 17, section 7602, Subdivision (a) and CCR, Title 17, section 7603, Subdivision (a), and that such connection has been approved by CDPH and/or its delegated local agency.

5.15. Any backflow prevention device installed to protect the potable water system shall be annually inspected and maintained in accordance with CCR, Title 17, section 7605.

5.16. Backflow inspections shall be conducted by a person who has demonstrated competency in testing to the User, Purveyor or LACDPH.

5.17. Hose bibs shall not be used in the recycled water system. Quick couplers that are different from that used on the potable water system may be used. The only exception for the prohibition for hose bibs is for use sites for which there is restricted public access.

5.18. All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively wrapped with purple tape in accordance with Health and Safety Code section 116815 and the requirements of LACDPH.

5.19. All sites shall be designed and operated to prevent direct human consumption of recycled water, or use of recycled water for processing of food or drink intended for human consumption. Conspicuous signs shall be posted (in a size no less than 4 inches high by 8 inches wide) that include the following wording: "RECYCLED WATER – DO NOT DRINK" where recycled water could potentially be accessed for human consumption. Each sign shall display an international symbol similar to that

shown in Figure 60310-A of CCR, Title 22, section 60310, Subdivision (g). The sign(s) shall be of a size easily readable by the public. The prescribed wording should also be translated into Spanish and other appropriate languages and included in the required signs.

5.20. The User's operation and maintenance staff and Site Supervisor shall receive appropriate training to assure proper operation of recycling facilities, worker protection, and compliance with applicable laws and regulations and with the Districts' WDRs, WRRs or Master Permits and these Requirements.

5.21. Each User shall demonstrate to the Districts the means by which all applicable use area requirements as specified in the Districts' WDRs, WRRs or Master Permits and these Requirements will be complied with.

5.22. Vehicles used for distributing recycled water for soil compaction and dust control or other uses shall be provided with an adequate tank and plumbing systems to ensure that leaks and ruptures will not occur in the course of normal use.

5.22.1. Control valves shall be provided such that recycled water can be applied in a controlled fashion on the approved use area and completely retained during transit to all other areas.

5.22.2. Spray heads or nozzles shall be provided and configured in such a way that the recycled water is applied to prevent runoff, ponding, or windblown spray conditions.

5.22.3. Each tank shall be equipped with an approved air-gap separation between the filler tube and the tank to prevent back-siphonage. The water truck shall be clearly labeled *RECYCLED WATER - DO NOT DRINK*.

5.22.4. Each tank used to store and/or transport recycled water must be flushed and disinfected before being used to store and/or transport recycled water.

6. Best Management Practices (BMPs) for Irrigation.

6.1. Sites shall be designed and operated using best management practices (BMPs) to protect waters of the state and prevent public contact with recycled water.

6.1.1. The BMPs shall be designed to prevent recycled water spray, mist, or surface flow from either leaving the Site and reaching or visibly wetting: (a) any perennial surface waters located adjacent to the Site; (b) areas where the public has access (e.g., dwellings, designated outdoor eating areas, or food handling facilities); and (c) drinking fountains unless specifically protected with a shielding device; or adjoining property.

6.1.2. The BMPs shall include, but not be limited to: (a) use of buffer zones; (b) discontinuation of application of recycled water during precipitation events, which are of sufficient magnitude to generate surface flow or significant ponding within the Site; (c) use of devices that protect drinking water fountains against contact with recycled water spray, mist, or surface flow; and (d) irrigation with recycled water during periods of minimal human use of the irrigated area and timing of irrigation to allow an adequate dry-out time before the irrigated area will be used by the public.

6.1.3. Any storage facility or impoundment containing recycled water for reuse applications shall be managed in a manner to control odors, nuisance conditions or vectors such as mosquitoes. Should such problems develop, a management plan shall be devised and implemented to monitor, correct, and control future occurrences.

6.2. Sites shall be designed and operated using BMPs so that:

6.2.1. The application of recycled water occurs at agronomic rates whereby irrigation does not promote downward migration of salts (including nitrates), which could unreasonably affect present and anticipated beneficial uses of water, or result in water quality less than that prescribed in water quality control plans or policies.

6.2.2. To demonstrate whether irrigation is at agronomic rates, the User shall provide information to the Districts including a tabular comparison of the volume of water required for plant growth in the landscape area to the volume of recycled water (and supplemental water) applied to the area.

6.2.3. Adequate erosion control is implemented so that soil is not released into storm water runoff or surface waters.

6.2.4. Fertilizer application:

6.2.4.1. Does not unreasonably affect present and anticipated beneficial uses of water, or result in water quality less than that prescribed in water quality control plans or policies.

6.2.4.2. Must occur at agronomic rates. To demonstrate whether fertilizer application is at agronomic rates, the User shall provide information to the Districts including a tabular comparison of the amount of fertilizer needed for plant growth in the landscape area to the amount applied to the area.

6.2.4.3. Must only occur if the levels of nitrogen in the recycled water are not sufficient for plant growth. If levels are not sufficient, the Site Supervisor shall calculate how much fertilizer needs to be applied by subtracting the level in recycled water from the level needed for plant growth.

7. Inspections and Site Access.

7.1. The Purveyor shall conduct periodic site inspections and prepare a site compliance inspection report for each inspection.

7.1.1. Inspections must be conducted at a minimum once every three years per site or more frequently at the request of the Districts.

7.1.2. The inspector shall immediately notify the Site Supervisor of violation(s) identified during inspections and what corrective actions must be taken.

7.1.3. The inspection report shall be signed and dated by both the Site Supervisor and the inspector and provided to the Districts within 30 days following the end of the quarter in which the inspection was conducted.

7.1.4. Copies of the reports shall be maintained on file by the Site Supervisor.

7.2. The User shall allow an authorized representative of any of the following agencies the right to enter, inspect the use Site, and conduct testing upon presentation of proper credentials: the Districts, LRWQCB, CDPH, and LACDPH.

7.3. In cooperation with the User or Purveyor, the Districts will make periodic inspections of the Site.

7.4. The Purveyor shall notify the Districts by electronic means at least one week prior to conducting a site inspection.

8. Corrective Action.

8.1. The Site Supervisor shall immediately initiate corrective action to eliminate violation of any applicable laws or regulations, or the Districts' WDRs, WRRs or Master Permits, or these Requirements.

8.2. Verification of corrective action must be made by Purveyor within 90 days of the initial inspection and reported to the Districts.

8.3. In the event of contamination of a potable water system due to a cross-connection with the recycled water system, the Site Supervisor shall immediately invoke the Emergency Cross-Connection Response Plan and make the appropriate notifications pursuant to Section 9.1.

9. Notifications and Reporting.

9.1. Upon being notified or determining that one of the following events has occurred, the Site Supervisor shall immediately notify the Districts by telephone, and the LRWQCB, DPH and LACDPH) by telephone or electronic means upon knowledge if any of the following events occur. Information provided shall include the date and time the spill began and ended, the location of the spill, if the spill entered a storm drain or receiving water, the estimated volume of the spill or flow if the spill is ongoing, the estimated time of repair, the cause of the spill, the agencies involved with repair and clean-up, and corrective actions taken or plans for corrective actions. Written confirmation must be provided to all agencies within 3 business days.

9.1.1. There is a complaint (or other source of information) concerning recycled water use that may involve illness.

9.1.2. An unauthorized discharge of more than 50,000 gallons of tertiary treated recycled water.

9.1.3. The potable water system has been contaminated due to a cross-connection with recycled water and the Emergency Cross-Connection Response Plan has been activated.

9.1.4. Any incidence of backflow from the recycled water system into the potable water system.

9.2. Any spills or other release of recycled water from a use site other than incidental runoff shall be reported to the Districts immediately upon knowledge of the event, including, but not limited to, breaks in the recycled water irrigation or distributions systems. The reports shall be made by telephone and shall include information on when and where the spill or release of recycled water occurred and the volume of the spill or release. Written confirmation shall be provided within 3 business days from the date of notification.

9.3. The Site Supervisor shall notify the Districts by telephone or electronic means upon knowledge of any noncompliance of applicable laws and regulations and the Districts' WDRs, WRRs or Master Permits and these Requirements. Written confirmation shall be provided within 3 business days from the date of notification. The Site Supervisor shall take corrective action to rectify those noncompliant conditions and provide documentation to the Districts that the corrections have been made.

9.4. The User or Purveyor shall provide information as requested by the Districts in order for the Districts to comply with the Monitoring and Reporting Requirements issued by the LRWQCB.

9.5. If someone other than the User is responsible for applying the recycled water, *e.g.*, a truck hauler, then the User shall inform them of these Requirements in a written permit or other suitable manner.

9.6. The Site Supervisor is required to provide the Districts with an address and phone number(s) where he or she can be contacted at all times. The Site Supervisor is responsible for maintaining current pertinent information regarding the recycled water use Site and Districts' contacts.

9.7. The Districts shall be notified of any proposed changes in the individual designated as the Site Supervisor in writing.

9.8. The Districts shall be notified of any planned modifications or additions to the recycled water system in writing. Any proposed significant modifications or additions to the irrigation system should be reviewed and approved by the Districts before being made.

10. Record Keeping.

10.1. Current as-built drawings and other design plans of the recycled water system and potable water system and any forms or reports as required by the Districts including, but not limited to, inspection reports, cross-connection tests, *etc.* shall be maintained.

10.2. A copy of these Requirements, the WDRs, WRRs and/or Master Permits, Monitoring and Reporting Programs, and Recycled Water System Operations Manual shall be maintained so that they are available to operating personnel at all times.

10.3. For each site, the Purveyor User must keep operation and maintenance logs that are available to the Districts. The logs shall include information specified by the Districts in the approval letter, such as the monthly volumes of recycled water used at each site and the dates of inspections and cross-connection and backflow prevention testing.

Appendix 1
A. Process to Obtain Permission to Use Recycled Water for Direct Users or Purveyors

Process	Applicable Recycled Water Program Document *or Actions Required*	Responsible Entity
Step 1 – Consult with Districts and review Recycled Water Users Handbook	Districts' Recycled Water Users Handbook	Direct User or Purveyor
Step 2 - Prepare draft plans and specifications	California Department of Public Health (CDPH) requirements in California Code of Regulations (CCR) Title 17 and 22[*], Los Angeles County Department of Public Health (LACDPH) Guidelines	Direct User or Purveyor
Step 3 - Submit Application for recycled water use	Districts' User Application Form	Direct User or Purveyor
Step 4 - Identify distribution issues, verify allowed uses, estimate quantity of water and delivery schedule	Verification of information provided in the Application Form Send conditional approval in writing with caveat that project commencement is contingent upon Direct User or Purveyor receiving all regulatory approvals	Districts
Step 5 - Draft User Agreement or amendment (if site is not covered under existing agreement)	Districts' User Agreement	Districts / Direct User or Purveyor
Step 6 - Approve User Agreement or Amendment	Present Agreement or Amendment to Districts' Board and governing body of Direct User or Purveyor for approval	Districts / Direct User or Purveyor
Step 7 – Complete California Environmental Quality Act (CEQA) Process	Make sure there is proper CEQA documentation for the site	Direct User or Purveyor
Step 8 – Consult with health agencies *(recommended)*	Describe project and show draft plans to CDPH and LACDPH	Direct User or Purveyor
Step 9 – Finalize and submit plans and specifications	Plans and specifications submitted to LACDPH; LACDPH Cross-Connection Plan Approval Application and fee	Direct User or Purveyor
Step 10 - Provide materials and/or training to User on proper operation of a recycled water system	Districts' Recycled Water Users Handbook to be provided by Districts; training to be provided by Districts and/or Purveyor (or an other equivalent program can be substituted)	Districts or Purveyor
Step 11 – Consult with Lahontan Regional Water Quality Control Board (LRWQCB) *(recommended)*	Describe project and discuss Engineering Report needs	Direct User or Purveyor
Step 12 – Final plans and specifications	Obtain approval of final plans and specifications from LACDPH	Direct User or Purveyor
Step 13 – Prepare Engineering Report	CDPH *Guidelines for Preparation of an Engineering Report for the Production,*	Direct User or Purveyor and Districts

[*] http://www.dhs.ca.gov/ps/ddwem/waterrecycling/PDFs/purplebookupdate6-01.PDF

Process	Applicable Recycled Water Program Document *or Actions Required*	Responsible Entity
	Distribution and Use of Recycled Water†; Districts' information on water reclamation plants; Direct User or Direct User or Purveyor completes the Engineering Report; the Districts provide information related to treatment facilities; the report must be prepared and stamped by a professional engineer registered in California	
Step 14 – Submit Engineering Report to CDPH and LRWQCB, with copy to Districts	Completed Engineering Report	Direct User or Purveyor
Step 15 – If applicable, submit revised Engineering Report, with copy to Districts	Revisions/additional information may be requested by CDPH and/or the LRWQCB	Direct User or Purveyor
Step 16 – Authorization of project under existing or new LRWQCB permit	Letter or permit	LRWQCB; possibly CDPH and/or LACDPH
Step 17 – Notify Districts of Final Regulatory Approvals	Direct User or Purveyor sends copy of LRWQCB letter or permit to Districts and any other applicable CDPH or LACDPH documents	Direct User or Purveyor
Step 18 – Pre- and post-construction inspections	Contact LACDPH prior to construction to arrange for site inspections, initial cross-connection and backflow prevention device testing; LACDPH Guidelines and Recycled Water System Inspection Report	Direct User or Purveyor
Step 19 – Approval of final construction	By LACDPH	Direct User or Purveyor
Step 20 – Begin project implementation		Direct User or Purveyor
Step 21 – Submit revised as-built drawings of recycled water distribution system if necessary	Must be provided to LACDPH and Districts if any modifications have been made to original drawings	Direct User or Purveyor

† http://www.dhs.ca.gov/ps/ddwem/waterrecycling/PDFs/ERGUIDE2001.PDF

B. Process to Obtain Permission to Use Recycled Water for Users Receiving Water From Purveyors

Process	Applicable Recycled Water Program Document *or Actions Required*	Responsible Entity
Step 1 – Consult with Purveyor and review Recycled Water Users Handbook	Districts' Recycled Water Users Handbook	User and Purveyor
Step 2 – Prepare draft plans and specifications	California Department of Health Services (CDPH) requirements in California Code of Regulations (CCR) Title 17 and 22[‡], Los Angeles County Department of Public Health (LACDPH) Guidelines	User or Purveyor
Step 3 – Request for recycled water service	Use recycled water Purveyor's application process	User
Step 4 – Submit Application for recycled water use to Districts	Districts' User Application Form	Purveyor
Step 5 – Identify distribution issues, verify allowed uses, estimate quantity of water and delivery schedule	Verification of information provided in the Districts' User Application Form Send conditional approval in writing with caveat that project commencement is contingent upon Direct User or Purveyor receiving all regulatory approvals	Districts
Step 6 – Draft User Agreement or amendment (if site is not covered under existing agreement)	Districts' User Agreement or Amendment	Districts / Purveyor
Step 7 – Approve User Agreement or Amendment	Present Agreement or Amendment to Districts' Board and governing body of Purveyor for approval	Districts / Purveyor
Step 8 – Draft contract or amendment or other legal control mechanism (if site is not covered under existing contract or control mechanism)	Contract, contract amendment, or control mechanism between Purveyor and User	Purveyor and User
Step 9 – Approve contract or amendment or other legal control mechanism (if site is not covered under existing contract or control mechanisms)	Purveyor and User authorize contract, contract amendment, or control mechanism	Purveyor and User
Step 10 – Complete California Environmental Quality Act (CEQA) Process	Make sure there is proper CEQA documentation for the site	Purveyor and User
Step 11 – Consult with health agencies *(recommended)*	Describe project and show draft plans to CDPH and LACDPH	Purveyor
Step 12 – Finalize and submit plans and specifications	Plans and specifications submitted to LACDPH; LACDPH Cross-Connection Plan Approval Application and fee	Purveyor
Step 13 – Provide materials and/or	Districts' Recycled Water Users	Purveyor

[‡] http://www.dhs.ca.gov/ps/ddwem/waterrecycling/PDFs/purplebookupdate6-01.PDF

Process	Applicable Recycled Water Program Document or Actions Required	Responsible Entity
training to User on proper operation of a recycled water system	Handbook and training to be provided by Purveyor (the Districts' training program or another equivalent program can be substituted)	
Step 14 – Consult with Lahontan Regional Water Quality Control Board (LRWQCB) *(recommended)*	Describe project and discuss Engineering Report needs	Purveyor
Step 15 – Final plans and specifications	Obtain approval of final plans and specifications from LACDPH	Purveyor
Step 16 – Prepare Engineering Report	CDPH *Guidelines for Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*[§]; Districts' information on water reclamation plants; Purveyor completes the Engineering Report; the Districts provide information related to treatment facilities; the report must be prepared and stamped by a professional engineer registered in California	Purveyor and Districts
Step 17 – Submit Engineering Report to CDPH,and LRWQCB, with copy to Districts	Completed Engineering Report	Purveyor
Step 18 – If applicable, submit revised Engineering Report, with copy to Districts	Revisions/additional information may be requested by CDPH and/or the LRWQCB	Purveyor
Step 19 – Authorization of project under existing or new LRWQCB permit	Letter or permit	LRWQCB; possibly CDPH and/or LACDPH
Step 20 – Notify Districts of Final Regulatory Approvals	Purveyor sends copy of LRWQCB letter or permit to Districts and any other applicable CDPH or LACDPH documents	Purveyor
Step 21 – Pre- and post-construction inspections	Contact LACDPH prior to construction to arrange for site inspections, initial cross-connection and backflow prevention device testing; LACDPH *Guidelines and Recycled Water System Inspection Report*	Purveyor
Step 22 – Approval of final construction	By LACDPH	Purveyor
Step 23 – Begin project implementation		Purveyor and User
Step 24 – Submit revised as-built drawings of recycled water distribution system if necessary	Must be provided to LACDPH and Districts if any modifications have been made to original drawings	Purveyor

[§] http://www.dhs.ca.gov/ps/ddwem/waterrecycling/PDFs/ERGUIDE2001.PDF

At the Committee Conference, Staff requested information related to the transmission line route and crossings of other transmission lines. Staff also requested a diagram of how the PHPP transmission line interacts with the existing transmission lines.

Data Request CC-T1:

> Provide a copy of the facility study agreement with SCE that shows the route of the transmission line proposed in the AFC.

Response:

Please see the attached Interconnection Facilities Study Agreement dated March 24, 2008.

Data Request CC-T2:

> Provide additional documentation and drawings depicting how the transmission lines cross each other in the SCE ROW and how PHPP's 230 kV line will interact with these existing feeders.

Response:

The transmission line crossings that are the subject of Staff's data request all occur on what is referred to as Segment 2 of the transmission line (i.e., that portion of PHPP's transmission line that runs from the point of intersection with the SCE/LADWP transmission corridor just north of the Pearblossom substation and continues to the west in that corridor's right of way [ROW] for 11.9 miles to the SCE Vincent substation). Note: Segment 1 refers to the 23.7 mile GenTie portion of the PHPP transmission line from the PHPP site to the point where the transmission line intersects with the existing SCE/LADWP transmission line corridor at the CDWR Pearblossom substation. These two segments are identified in the attached Figure 1.

The existing SCE/LADWP transmission corridor includes five 500 kV lines and one 230 kV line. Three 500 kV lines are owned by LADWP and the rest are owned by SCE. Please see Figure 2 for a schematic representation of this existing ownership and ROW configuration. Note that in Figure 2, the proposed PHPP 230 kV line is shown as a dotted green line running adjacent to the existing SCE-owned line serving CDWR (SCE-CDWR), which is shown as a solid green line. Once the PHPP transmission line is constructed, the existing SCE-CDWR poles and lines will be replaced by new PHPP poles in the same ROW that will carry both the new PHPP 230 kV line and the existing SCE-CDWR line.

It is important to note that the proposed PHPP line <u>will not</u> interconnect with the Pearblossom Substation (it simply passes near it to the north). The proposed PHPP transmission line will replace the existing SCE-owned wooden "H-frame" poles currently carrying the SCE-CDWR 230 kV line

except for the final half-mile portion that leads to the Pearblossom Pumping Station. It is this final half-mile portion, which will not be replaced as part of the PHPP line, that currently crosses under all five existing 500 kV lines in the SCE/LADWP corridor. In Figure 2, this final portion is identified as "Crossing A". The proposed PHPP's transmission line will not be involved in Crossing A.

As shown in Figure 2 at "Crossing B," the existing SCE-owned H-Frame line serving CDWR currently crosses under two of the three existing 500 kV LADWP lines. Since the new poles will be replacing the existing "H-frames", the proposed PHPP/ SCE-CDWR transmission line will run in the same SCE ROW as the existing SCE line serving CDWR. Figure B-1 provides a schematic of this undercrossing.

Figure B-2 is presented in two parts: at the top is an aerial photo showing the proposed PHPP/SCE-CDWR line in green crossing under the existing LADWP lines in red at "Crossing B" (note that the short, perpendicular red lines shown protruding from the LADWP poles are automatically generated by the design software and merely represent the transmission line's departing angle from the interconnecting pole and do not represent physical structures); the bottom portion of Figure B-2 represents an elevation view of the proposed PHPP/SCE-CDWR lines crossing under the two LADWP lines. The green lines represent the design sag of the various proposed PHPP/SCE-CDWR lines and the small red "hash" marks directly above the lowest point of the PHPP/SCE-CDWR lines indicate the point where the two existing LADWP 500 kV conductors are at their nearest approach to the new PHPP/SCE-CDWR lines. As indicated in Figure B-2, there is a 30-foot clearance between the PHPP/SCE-CDWR lines and the ground and 19.06-foot and 25.06-foot clearances between the PHPP/SCE-CDWR lines and the lowest points of LADWP lines 1 and 2, respectively. These line clearances are in accordance with California's G.O. 95 and the National Electric Safety Code.

Figure B-3 provides a perspective drawing of the undercrossing described above, with the proposed PHPP/SCE-CDWR line shown in green and the two LADWP lines shown in red.

At the western end of Figure 2, the existing SCE-owned line serving CDWR (shown in a solid green line with the co-located proposed PHPP transmission line shown as a dotted green line) crosses under the two SCE 500 kV lines as they travel down the ridgeline at "Crossing C". This undercrossing is needed to bring the proposed PHPP/SCE-CDWR line into proper alignment for interconnection with the allocated space at SCE's Vincent Substation.

Figure C-1 provides a schematic drawing of the SCE 500 kV transmission lines and the proposed PHPP/SCE-CDWR transmission lines superimposed on a Google Earth photo, with the proposed PHPP/SCE-CDWR line in green crossing under the two existing SCE 500 kV lines in black. Note that since it is focused on Crossing C, Figure C-1 does not extend far enough to the south to show where the proposed PHPP/SCE-CDWR line will interconnect with the Vincent Substation (there are no additional crossings in this last interconnection segment).

Figure C-2 is presented in two parts: the upper portion provides a schematic of the crossing, with the proposed PHPP/SCE-CDWR line in green crossing under the two existing SCE 500 kV lines in

black; the bottom portion is an elevation view of the proposed PHPP/CDWR transmission lines in green with the existing two SCE lines shown as small black hash marks just above the low point of the proposed PHPP/ SCE-CDWR lines. The minimum clearance between the proposed PHPP/ SCE-CDWR lines and the ground is 30 feet and between the low point of the existing SCE lines 1 and 2 are spaced 18.71 feet and 54.20 feet from the PHPP/SCE-CDWR transmission lines, respectively. These clearances are in compliance with California's G.O. 95 and the National Electric Safety Code.

Figure C-3 shows a perspective drawing of the undercrossing described above, with the proposed PHPP/ SCE-CDWR line shown in green and the two SCE lines shown in black.

The Applicant has included a photograph (Figure C-4) at Crossing C; the photo shows the angles and clearances as they currently exist. The proposed PHPP/ SCE-CDWR lines will have a similar configuration.

Data Request CC-T3:

> Provide evidence that the LADWP is aware of the proposed PHPP crossing of its existing transmission lines.

Response:

The Applicant held discussions with SCE relative to having SCE notify LADWP of the Project's proposed transmission line route, which involves crossing under two of LADWP's existing 500 kV lines south of Palmdale. SCE indicated that they felt it is too early in the overall process to be entering into discussions with LADWP. Consequently, the Applicant made contact with a representative of LADWP's real estate/right of way group and informed him of the Project's plans (see attached email). The LADWP representative expressed appreciation at the early notice and indicated that, as soon as detailed drawings of the crossing were available, they should be sent to the director of Transmission Engineering at LADWP by SCE.

Attachment: Email to LADWP from Inland Energy

From: Tom Barnett
Sent: Tuesday, July 21, 2009 8:46 AM
To: 'james.gokey@ladwp.com'
Cc: 'louis.gomez@ladwp.com'
Subject: Palmdale Hybrid Power Plant

Dear Mr. Gokey:

I recently had the pleasure speaking with your colleague, Louis Gomez, regarding the City of Palmdale's proposed Palmdale Hybrid Power Project, the transmission line for which will cross under two of LADWP's existing 500 kV lines south of Palmdale. Mr. Gomez suggested that, based on the situation I described, it would be appropriate to include you in this discussion. As I informed Mr. Gomez, SCE has indicated that it is too early in the overall process to engage in detailed discussions with LADWP regarding this matter, but the Project wanted to ensure that LADWP was provided with early notice of the proposed project. SCE informs us that as soon as detailed drawings of the crossing are available, they will be sent to you as head of Transmission Engineering at LADWP by SCE.

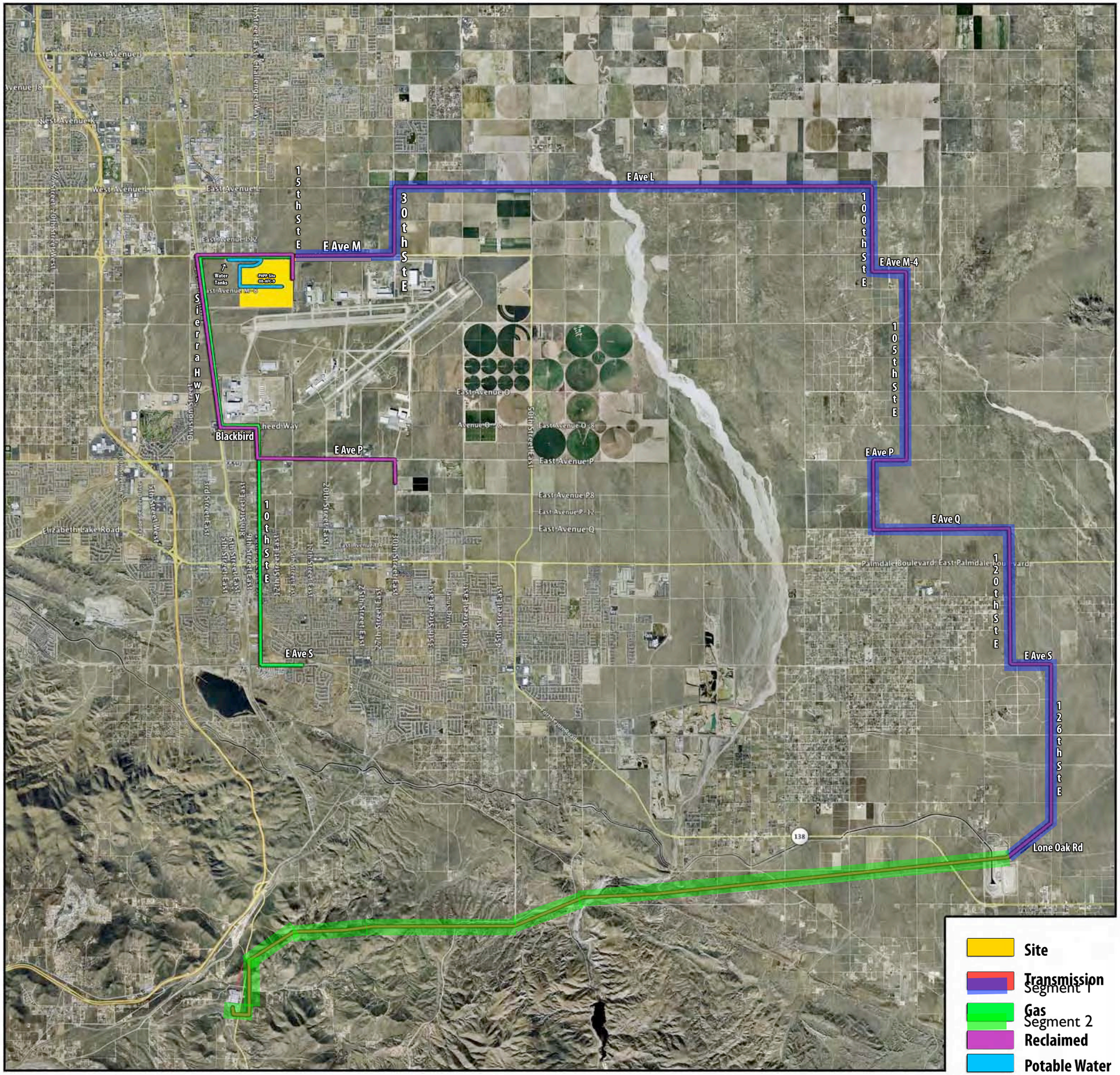
In the meantime, if you have any questions about the project, please do not hesitate to call me. The Application for Certification for the project can also be viewed on the California Energy Commission website.

Thank you

Thomas M. Barnett

Executive Vice President
Inland Energy, Inc.
Ofc: (949) 856-2200
Cell: (949) 466-7317

Transmission System Engineering Figures



Palmdale Hybrid Power Project Map Figure 1

North

PHPP

Crossing B

Crossing A

Crossing C

CDWR
Pear Blossom
Pumping Station

Vincent Sub Station

Legend

Future PHPP 230kV line

SCE-CDWR 230kV line

LADWP 500KV

SCE 500KV

(Note: Drawing not to scale)

Figure 2

Schematic of ROW Crossing Overview

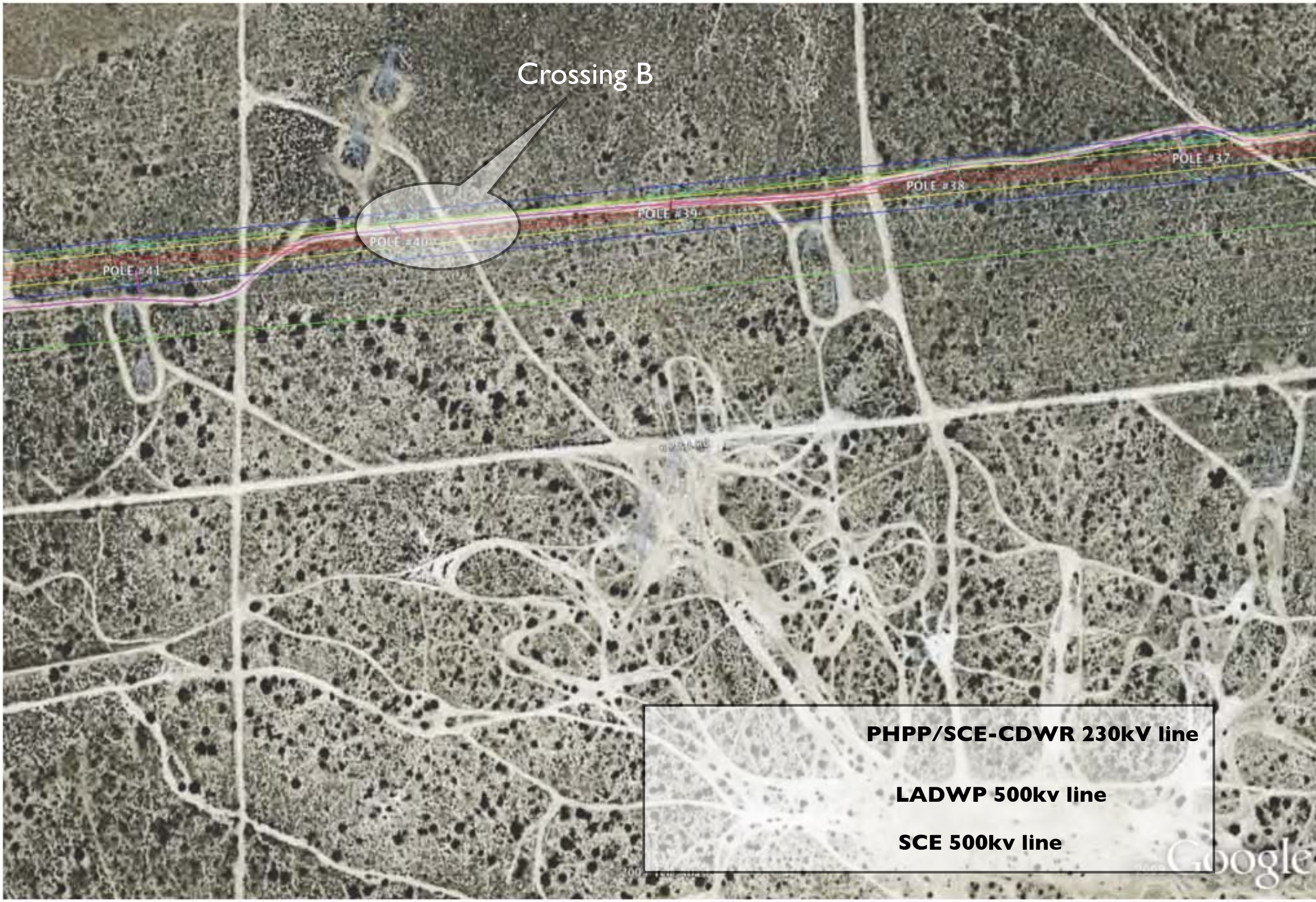
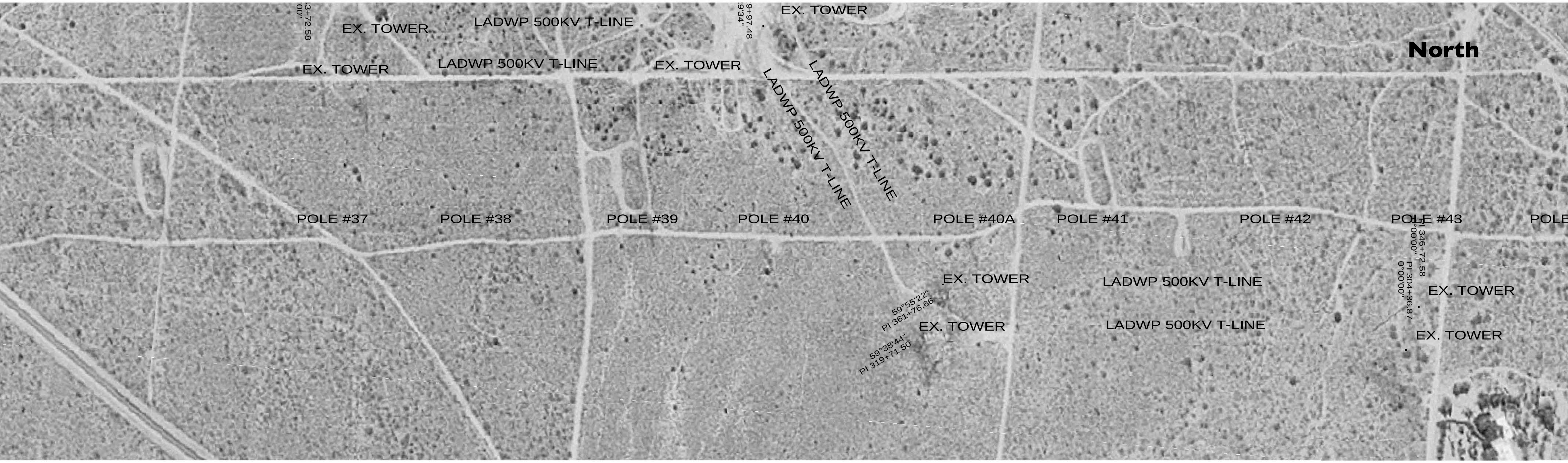


Figure B-1 (LADWP 500KV crossing of full ROW

1 2 3 4 5 6 7 8 9 10



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X=6567400.81
Y=2008386.10
HT=110.00 ELE=3004.78

POLE #38
STA=198+35.20
X=6566956.29
Y=2008342.10
HT=125.00 ELE=3005.45

POLE #39
STA=203+54.26
X=6566439.75
Y=2008290.96
HT=125.00 ELE=3013.09

POLE #40
STA=207+63.12
X=6566032.88
Y=2008250.69
HT=77.00 ELE=3017.84
4POLE H-FRAME

POLE #40A
STA=213+87.41
X=6565411.63
Y=2008189.19
HT=77.00 ELE=3020.43
4POLE H-FRAME

POLE #41
STA=217+57.10
X=6565043.74
Y=2008152.77
HT=125.00 ELE=3016.77

POLE #42
STA=223+26.82
X=6564476.80
Y=2008096.65
HT=125.00 ELE=3013.05

19.06`` CLEARANCE FROM 220KV SKYLINE
TO 500KV CONDUCTOR (TOWER - ADL-RIN I).

25.06` CLEARANCE FROM 220KV SKYLINE
TO 500KV CONDUCTOR (TOWER - VICTOR I).

446.7 519.1 408.9 624.3 369.7 569.7

Pole #37: 109.50, 95.00, 76.50, 58.00
Pole #38: 121.83, 114.69, 95.48, 78.69
Pole #39: 121.83, 114.69, 95.48, 78.69
Pole #40: 77.00, 67.62
Pole #40A: 77.00, 67.62
Pole #41: 121.83, 114.69, 95.48, 78.69
Pole #42: 121.83, 114.69, 95.48, 78.69

25.06` CLR
19.06` CLR
30` CLR

185+00 190+00 195+00 200+00 205+00 210+00 215+00 220+00

PRELIMINAR
NOT FOR CONSTRUCTIO
FOR REVIEW ONLY

NO. DATE REVISIONS AND RECORD OF ISSUE

ENGINEER APPROVAL:

SCALE:
150.0 FT. HORIZ. SCALE
30.0 FT. VERT. SCALE

PROJECT:
PHPP / SCE CDWR 230KV T-LINES
FIGURE B-2
PALMDALE, CALIFORNIA

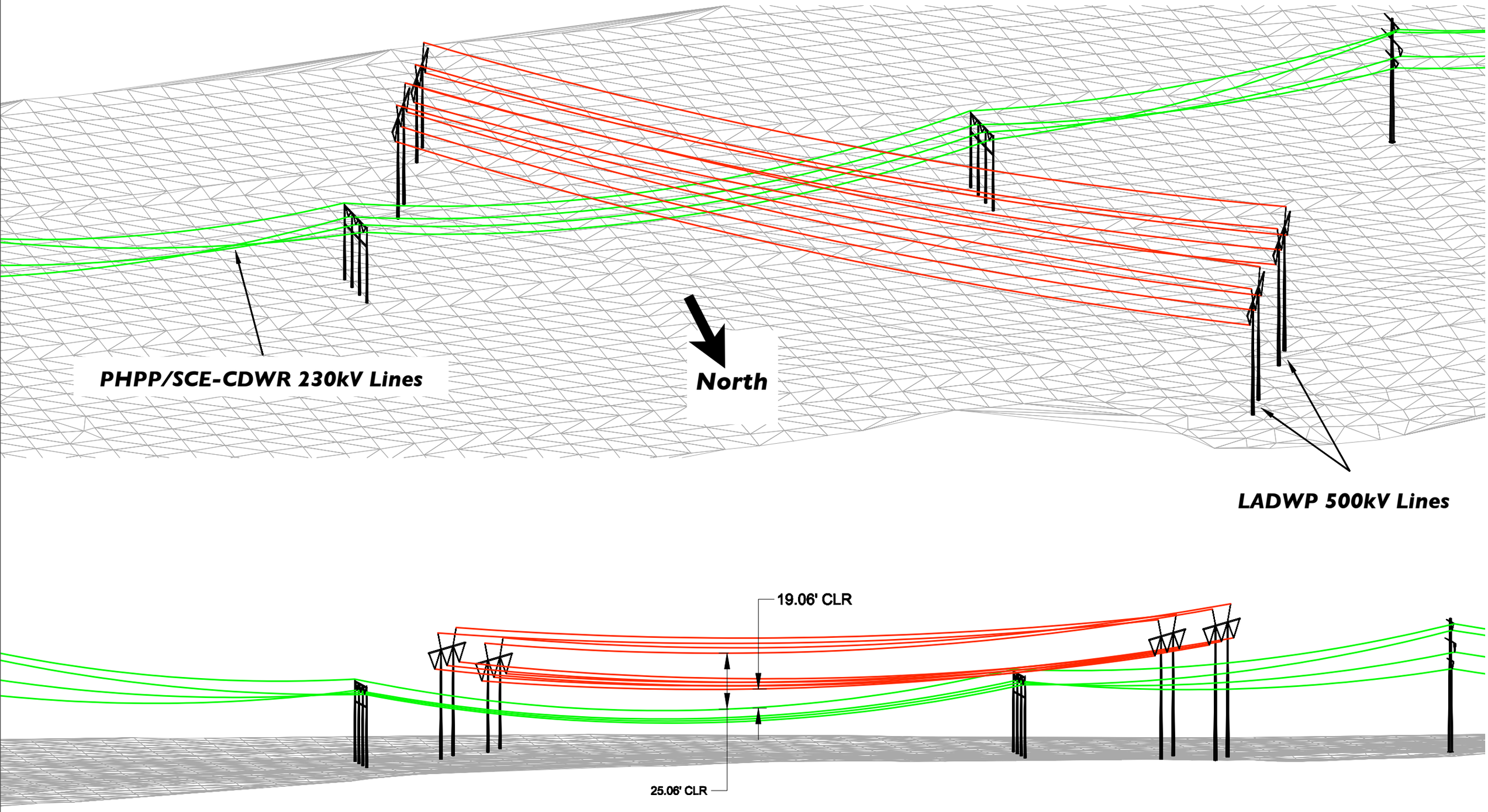
REVIEWED & APPROVED BY:
SIGNATURE: DATE:
REVIEWED & APPROVED BY:
SIGNATURE: DATE:

DESIGNED & DRAWN BY:
ELECTRICAL CONTRACTORS, INC.
2315 W. FOOTHILL BLVD.
UPLAND, CA 91786
(909) 982-9450

PAR JOB NUMB
ENGINEER: DRAWN
CHECKED: DATE: 07
STA. 183+00 TO
SHEET 1 OF

Tuesday, July 21, 2009

Figure B-3



PAR ELECTRICAL CONTRACTORS, INC.
2315 W. Foothill Blvd.
Upland, CA 91786
Tel. (909) 982-9450

JOB TITLE, DESCRIPTION & LOCATION:

PHPP/SCE-CDWR 230kV T-line

Figure B-3

PALMDALE, CALIFORNIA

SCALE: NTS

PAR JOB No.: _____

Date: 07-16-09

Sheet No.

1 of 1

Crossing C

POLE #107

POLE #108

POLE #109

POLE #110

POLE #111

POLE #112

POLE #113

POLE #114

POLE #115

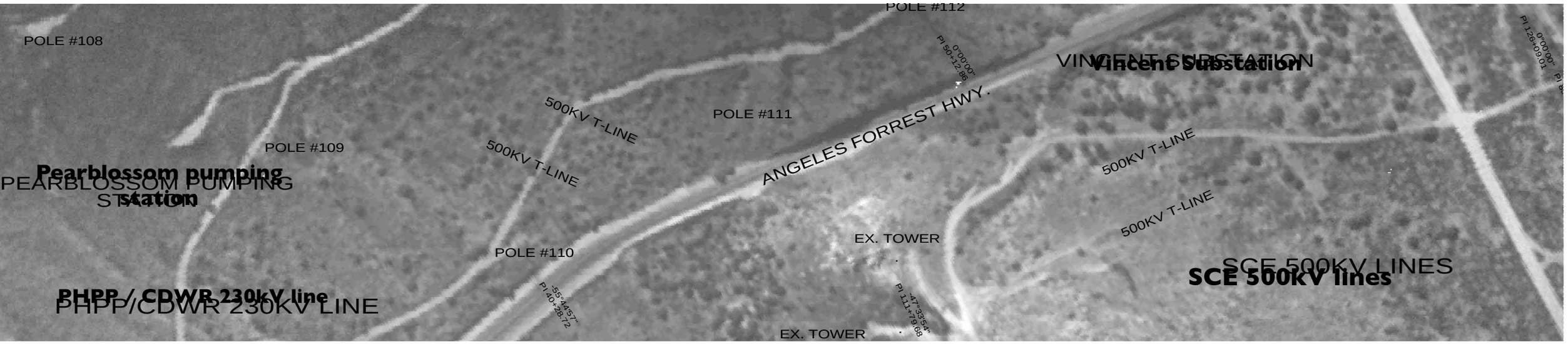
POLE #116

Vincent Substation

SCE 500kV lines

PHPP / CDWR 230kV lines

Figure C-1



POLE #108
STA=29+30.04
X=6528022.79
Y=2002748.73
HT=125.00 ELE=3578.98

POLE #109
STA=34+84.80
X=6527556.36
Y=2002448.39
HT=125.00 ELE=3375.64

POLE #110
STA=40+28.72
X=6527099.04
Y=2002155.93
HT=110.00 ELE=3289.65

POLE #111
STA=45+85.00
X=6527084.73
Y=2001597.84
HT=125.00 ELE=3317.24

POLE #112
STA=51+42.96
X=6527072.53
Y=2001170.12
HT=110.00 ELE=3344.24

121.83
114.69
95.48
78.69

554.8

18.71` CLEARANCE FROM 220KV SKYLINE
TO 500KV CONDUCTOR (TOWER - VIN-LUGO #2).

54.20` CLEARANCE FROM 220KV SKYLINE
TO 500KV CONDUCTOR (TOWER - VIN-LUGO #2).

124.50
110.00
91.50
73.00

543.9

109.50
95.00
76.50
58.00

18.71` CLR

556.3

54.20` CLR

121.83
114.69
95.48
78.69

427.9

109.50
95.00
76.50
58.00

30` CLR

PI -55°44'57"

PI 0°00'00"

3700
3500
3400
3300
3200

30+00
35+00
40+00
45+00
50+00

NO. DATE

REVISIONS AND RECORD OF ISSUE

ENGINEER APPROVAL:

SCALE:

100.0 FT. HORIZ. SCALE
50.0 FT. VERT. SCALE

PROJECT:

PHPP / SCE CDWR 230KV T-LINES

FIGURE C-2

PALMDALE, CALIFORNIA

REVIEWED & APPROVED BY:

SIGNATURE: DATE:

REVIEWED & APPROVED BY:

SIGNATURE: DATE:

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW ONLY

DESIGNED & DRAWN BY:

PAR JOB NUMBER

REV

ELECTRICAL CONTRACTORS, INC.
2315 W. FOOTHILL BLVD.
UPLAND, CA 91786
(909) 982-9450

ENGINEER: DRAWN: A.R. CODE:
CHECKED: DATE: 07/16/09 AREA:

STA. 27+50 TO STA. 51+00

SHEET 1 OF SHEET 1

Vincent Substation

Figure C-3

SCE 500kV LINES

54.20' CLR

18.71' CLR

PHPP / SCE CDWR 230kV LINES

NORTH

PAR ELECTRICAL CONTRACTORS, INC.
2315 W. Foothill Blvd.
Upland, CA 91786
Tel. (909) 982-9450

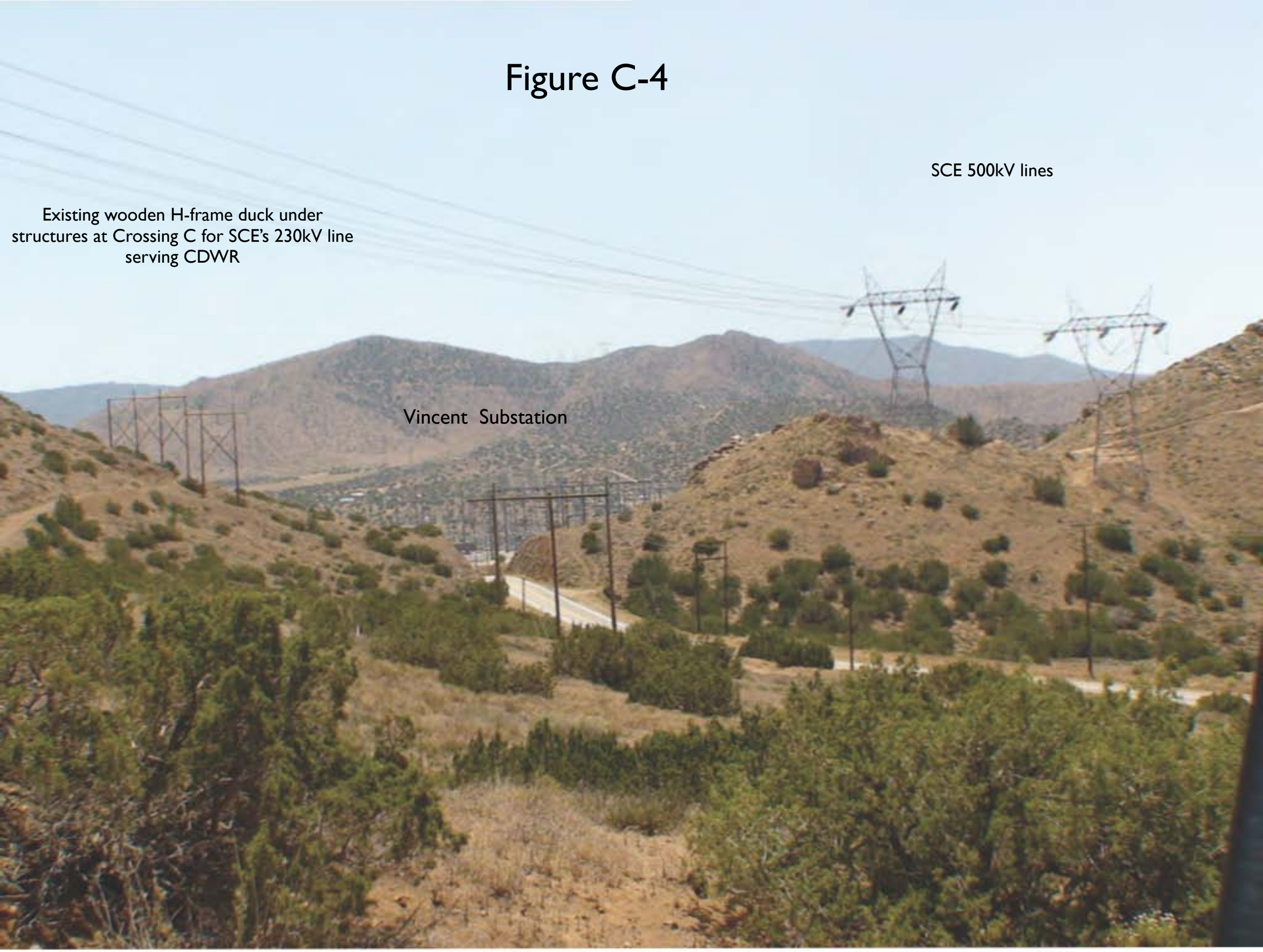
JOB TITLE, DESCRIPTION & LOCATION:

PHPP / SCE CDWR 230kV T-LINES

Figure C-3

PALMDALE, CALIFORNIA

Figure C-4


SCE 500kV lines
Existing wooden H-frame duck under structures at Crossing C for SCE's 230kV line serving CDWR
Vincent Substation

Transmission System Engineering Attachment

STUDY AGREEMENT RECEIVED BY NEW RESOURCE INTERCONNECTIONS

DOCUMENT: Three executed originals of the Interconnection Facilities Study Agreement

IC: City of Palmdale

PROJECT: Palmdale Power Plant

RECEIVED:

INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of March, 2008 by and between the City of Palmdale, a municipal corporation of the State of California, which owns and operates a municipal electric utility system engaged in the Generation, transmission, distribution, purchase and sale of electric power and Energy at wholesale and retail, organized and existing under the laws of the State of California, ("Interconnection Customer,") and the California Independent System Operator Corporation, a California nonprofit public benefit corporation existing under the laws of the State of California, ("ISO"). The Interconnection Customer and the ISO each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated February 24, 2006; and

WHEREAS, the Interconnection Customer desires to interconnect the Large Generating Facility with the ISO Controlled Grid;

WHEREAS, the ISO has completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested the ISO to conduct or cause to be performed an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Participating TO's electric system to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the ISO Controlled Grid.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the ISO's FERC-approved Standard Large Generation Interconnection Procedures ("LGIP") or the Master Definitions Supplement, Appendix A to the ISO Tariff, as applicable.

2.0 The Interconnection Customer elects and the ISO shall conduct or cause to be performed an Interconnection Facilities Study consistent with the LGIP in accordance with the ISO Tariff.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost, including, if applicable, the cost of remedial measures that address the financial impacts, if any, on Local Furnishing Bonds, of (consistent with Attachment A), and schedule for required facilities or for effecting remedial measures that address the financial impacts, if any, on Local Furnishing Bonds within each Participating TO's electric system to interconnect the Large Generating Facility to the ISO Controlled Grid and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

5.0 The Interconnection Customer shall provide a deposit of the greater of $100,000 or the Interconnection Customer's portion of the estimated monthly cost for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A. For studies where the estimated cost exceed $100,000, the ISO may invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study for the remaining balance of the estimated Interconnection Facilities Study cost. The Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. The ISO shall continue to hold the amounts on deposit until settlement of the final invoice.

Following the issuance of the Interconnection Facilities Study, the ISO shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study, inclusive of any re-studies and amendments to the Interconnection Facilities Study, pursuant to Section 9 of this Agreement.

Any difference between the deposit made toward the Interconnection Facilities Study and the actual cost of the study, inclusive of any re-studies and amendments thereto, shall be paid by or refunded to the Interconnection Customer, as appropriate in accordance with Section 13.3 of the LGIP.

6.0 The Interconnection Facilities Study will be based upon the results of the Interconnection System Impact Study and the technical information provided by the Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. The ISO reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary

consistent with Good Utility Practice during the course of the Interconnection Facilities Study.

If the Interconnection Customer modifies its Interconnection Request or the technical information provided therein is modified, the time to complete the Interconnection Facilities Study may be extended.

7.0 Pursuant to Section 3.7 of the LGIP, the ISO will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems. The ISO may provide a copy of the Interconnection Facilities Study results to an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection, and a revision of the Interconnection Facilities Study or re-study may be required in such event.

8.0 Substantial portions of technical data and assumptions used to perform the Interconnection Facilities Study, such as system conditions, existing and planned generation, and unit modeling, may change after the ISO provides the Interconnection Facilities Study results to the Interconnection Customer. Study results will reflect available data at the time the ISO provides the Interconnection Facilities Study to the Interconnection Customer. The ISO shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by the Interconnection Customer as a result of changes in such data and assumptions.

9.0 In the event that a re-study or amendment of the Interconnection Facilities Study is required, the ISO shall provide notification of the need for such re-study or amendment, and the Interconnection Customer shall provide direction as to whether to proceed with the re-study or amendment and any associated deposit payment pursuant to Section 8.5 or Section 12.2.4 of the LGIP, as applicable.

10.0 The ISO shall maintain records and accounts of all costs incurred in performing the Interconnection Facilities Study, inclusive of any re-studies or amendments thereto, in sufficient detail to allow verification of all costs incurred, including associated overhead. The Interconnection Customer shall have the right, upon reasonable notice, within a reasonable time at the ISO offices and at its own expense, to audit the ISO's records as necessary and as appropriate in order to verify costs incurred by the ISO. Any audit requested by the Interconnection Customer shall be completed, and written notice of any audit dispute provided to the ISO within one hundred eighty (180) Calendar Days following receipt by the

Interconnection Customer of the ISO's notification of the final costs of the Interconnection Facilities Study, inclusive of any re-study or amendment thereto.

11.0 In accordance with Section 3.8 of the LGIP, the Interconnection Customer may withdraw its Interconnection Request at any time by written notice to the ISO. Upon receipt of such notice, this Agreement shall terminate.

12.0 Pursuant to Section 8.1 of the LGIP, this Agreement shall become effective upon the date the fully executed Agreement and deposit specified in Section 6 of this Agreement are received by the ISO. If the ISO does not receive the fully executed Agreement and payment pursuant to Section 8.1 of the LGIP, then the Interconnection Request will be deemed withdrawn upon the Interconnection Customer's receipt of written notice by the ISO pursuant to Section 3.8 of the LGIP.

13.0 Miscellaneous.

13.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Interconnection Facilities Study Agreement, shall be resolved in accordance with Section 13.5 of the LGIP.

13.2 Confidentiality. Confidential Information shall be treated in accordance with Section 13.1 of the LGIP.

13.3 Binding Effect. This Interconnection Facilities Study Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

13.4 Conflicts. In the event of a conflict between the body of this Interconnection Facilities Study Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Interconnection Facilities Study Agreement shall prevail and be deemed the final intent of the Parties.

13.5 Rules of Interpretation. This Interconnection Facilities Study Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Interconnection Facilities Study Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Interconnection Facilities Study Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time

in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Interconnection Facilities Study Agreement or such Appendix to this Interconnection Facilities Study Agreement, or such Section to the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Interconnection Facilities Study Agreement as a whole and not to any particular Article, Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

13.6 Entire Agreement. This Interconnection Facilities Study Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Interconnection Facilities Study Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Interconnection Facilities Study Agreement.

13.7 No Third Party Beneficiaries. This Interconnection Facilities Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

13.8 Waiver. The failure of a Party to this Interconnection Facilities Study Agreement to insist, on any occasion, upon strict performance of any provision of this Interconnection Facilities Study Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Interconnection Facilities Study Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Interconnection Facilities Study

Agreement. Termination or default of this Interconnection Facilities Study Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Participating TO or ISO. Any waiver of this Interconnection Facilities Study Agreement shall, if requested, be provided in writing.

Any waivers at any time by any Party of its rights with respect to any default under this Interconnection Facilities Study Agreement, or with respect to any other matter arising in connection with this Interconnection Facilities Study Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Interconnection Facilities Study Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Interconnection Facilities Study Agreement shall not constitute or be deemed a waiver of such right.

13.9 Headings. The descriptive headings of the various Articles and Sections of this Interconnection Facilities Study Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Interconnection Facilities Study Agreement.

13.10 Multiple Counterparts. This Interconnection Facilities Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

13.11 Amendment. The Parties may by mutual agreement amend this Interconnection Facilities Study Agreement by a written instrument duly executed by both of the Parties.

13.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Interconnection Facilities Study Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Interconnection Facilities Study Agreement upon satisfaction of all applicable laws and regulations.

13.13 Reservation of Rights. The ISO shall have the right to make a unilateral filing with FERC to modify this Interconnection Facilities Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Interconnection Facilities Study Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder;

provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Interconnection Facilities Study Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

13.14 No Partnership. This Interconnection Facilities Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

13.15 Assignment. This Interconnection Facilities Study Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Interconnection Facilities Study Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Interconnection Facilities Study Agreement; and provided further that the Interconnection Customer shall have the right to assign this Interconnection Facilities Study Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Large Generating Unit, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Article is void and ineffective. Any assignment under this Interconnection Facilities Study Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

California Independent System Operator Corporation

By: _____

Title: CFO

Date: 2/1/2008

City of Palmdale

By: _____

Title: City Manager

Date: 3-24-08

Attachment A

Interconnection Facilities Study Agreement

INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The ISO shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer. Prior to issuing draft study results to the Interconnection Customer, the Participating TO and ISO shall share results for review and incorporate comments within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

☒ one hundred twenty (120) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or

☐ two hundred ten (210) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

Attachment B

Interconnection Facilities Study Agreement

DATA FORM TO BE PROVIDED BY THE INTERCONNECTION CUSTOMER WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

Provide two copies of this completed form and other required plans and diagrams in accordance with Section 8.1 of the LGIP.

Provide location plan and one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc. Attached

note: Attached oneline diagram has revised T-Line route mileage

One set of metering is required for each generation connection to the new bus or existing ISO Controlled Grid station. Number of generation connections: 1

On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT) Completed on oneline diagram

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)

Completed on oneline diagram

Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____Yes __X__No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____Yes __X__No
(Please indicate on one line).

What type of control system or PLC will be located at the Interconnection Customer's Large Generating Facility?

G.E. Mark VIe DCS (Distributed Control System)

What protocol does the control system or PLC use?

MODBUS protocol

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Attached

Physical dimensions of the proposed interconnection station:

Vincent Facility 1590' x 1050'

Bus length from generation to interconnection station:

GSU 1 to SY (CTG1)= 225' GSU 3 to SY (STG)= 300'
GSU 2 to SY (CTG2)= 225'

Line length from interconnection station to the Participating TO's transmission line.

Approx. 34 miles, subject to Final Design

Tower number observed in the field. (Painted on tower leg)*

NA

Number of third party easements required for transmission lines*: See Attached

* To be completed in coordination with the Participating TO or ISO.

Is the Large Generating Facility in the Participating TO's service area?

__X__Yes _____No

Local service provider for auxiliary and other power: SCE

Please provide proposed schedule dates:

Begin Construction	Date:	Sept. 15th 2009
Generator step-up transformer receives back feed power	Date:	August 2011
Generation Testing	Date:	Dec. 2011
Commercial Operation	Date:	March 2012

Level of Deliverability: Choose one of the following:

_____ Deliverability with no Network Upgrades

__X__100% Deliverability

Attachment C

Interconnection Facilities Study Agreement

INTERCONNECTION FACILITIES STUDY PLAN

Facilities Study

Study Plan

City of Palmdale

Palmdale Power Plant Project

California ISO

Your Link to Power

February 1, 2008

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CHAPTER 1 - PROJECT SUMMARY

The City of Palmdale (Palmdale) applied for interconnection of the Palmdale Power Plant Project ("Project") a new 570 MW (net) combined-cycle generation facility consisting of two combustion gas turbines feeding a single steam turbine generator and an integrated solar thermal system used for duct firing. The Project will be interconnected to the California Independent System Operator ("CAISO") Controlled Grid at Southern California Edison Company's ("SCE") Vincent Substation 230 kV bus via a customer owned 230 kV generation tie line.

CHAPTER 2 - SUMMARY OF FACILITIES STUDY SCOPE

The Interconnection Facilities Study ("Facilities Study") shall include the following scope of work, as further detailed in Chapter 10: (i) the identification of the PTO's Interconnection Facilities, Distribution Upgrades and Network Upgrades necessary to accommodate the Project, (ii) the estimated cost of such required facilities and upgrades, and (iii) the estimated time to complete the required facilities and upgrades.

CHAPTER 3 - FACILITIES STUDY SCHEDULE AND ESTIMATED COST

Ref #	Milestones	Target Date
1.	CAISO tenders assigned Facilities Study Agreement to the IC.	February 1, 2008
2.	The IC returns the signed Facilities Study Agreement, (including completion of IFSA Attachments A & B) data and a study deposit of $100,000 to CAISO.	+30 CD from receipt
3.	CAISO issues Interconnection Facilities Study Draft Report [assuming 120 CD schedule & +/- 20 % cost estimate] to IC for comments.	+120 CD
4.	Facilities Study Results meeting.	+10 BD
5.	CAISO receives written comments to draft report or written notice of no comments from the IC.	+30 CD from issues of draft IFSA
6.	CAISO issues Final Facilities Study Report to IC	+ 15 BD

The schedule provided above assumes a +/- 20 percent cost estimate. The estimated cost to perform the Facilities Study is $120,000.

Material modifications to the Project, as permitted under Section 4.4.2 of the Large Generator Interconnection Procedures ("LGIP"), are due prior to the return of the executed Facilities Study Agreement.

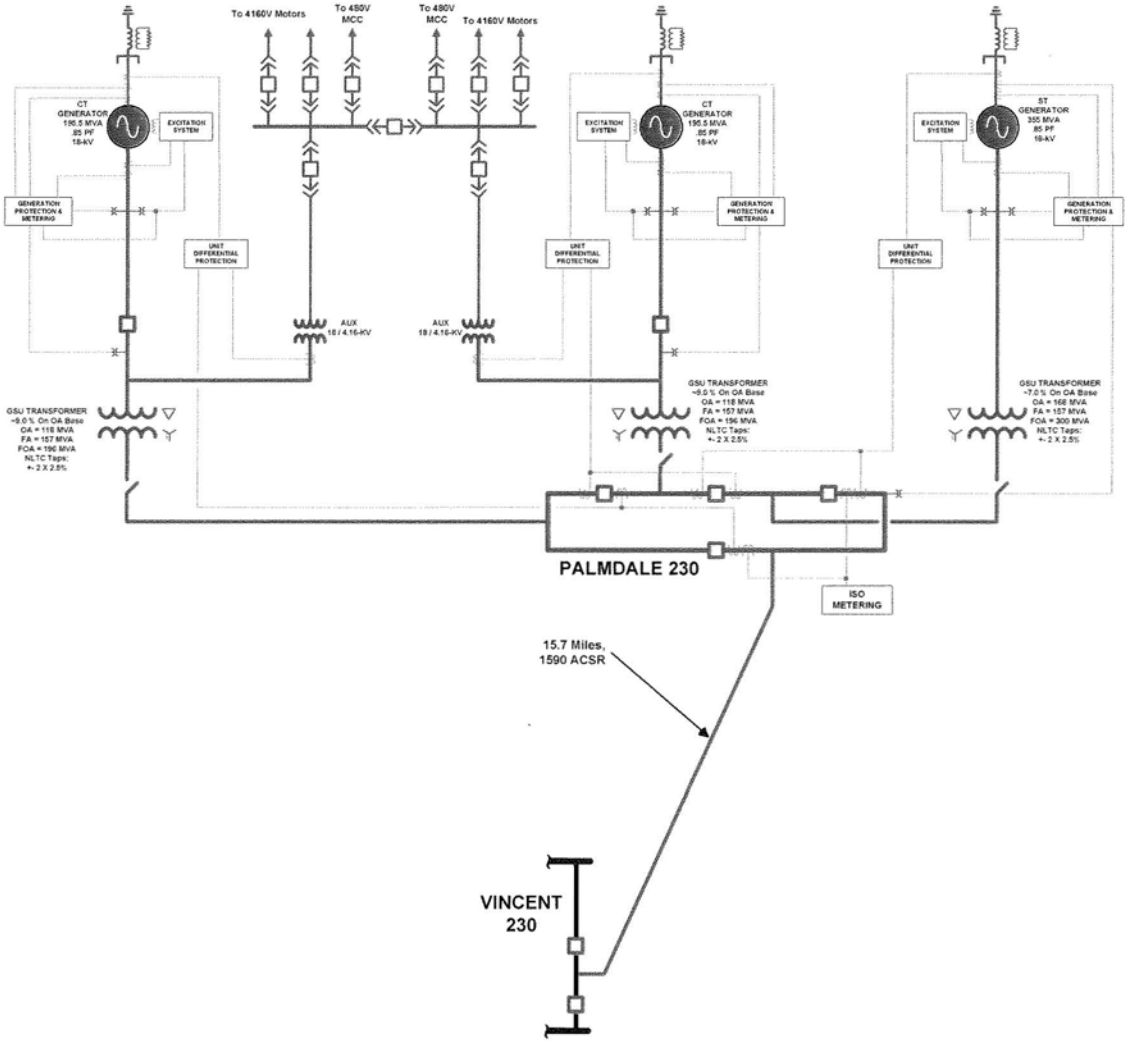
CHAPTER 4 - COST ESTIMATES SUMMARY

The estimated costs for the PTO's Interconnection Facilities will include the costs associated with Interconnection at Vincent Substation, which do not include Distribution Upgrades or Network Upgrades, to accommodate the Project. Such facilities include those required to terminate the 230 kV generation tie-line at Vincent Substation and any protection equipment, communication equipment, controls and other facilities associated with such termination.

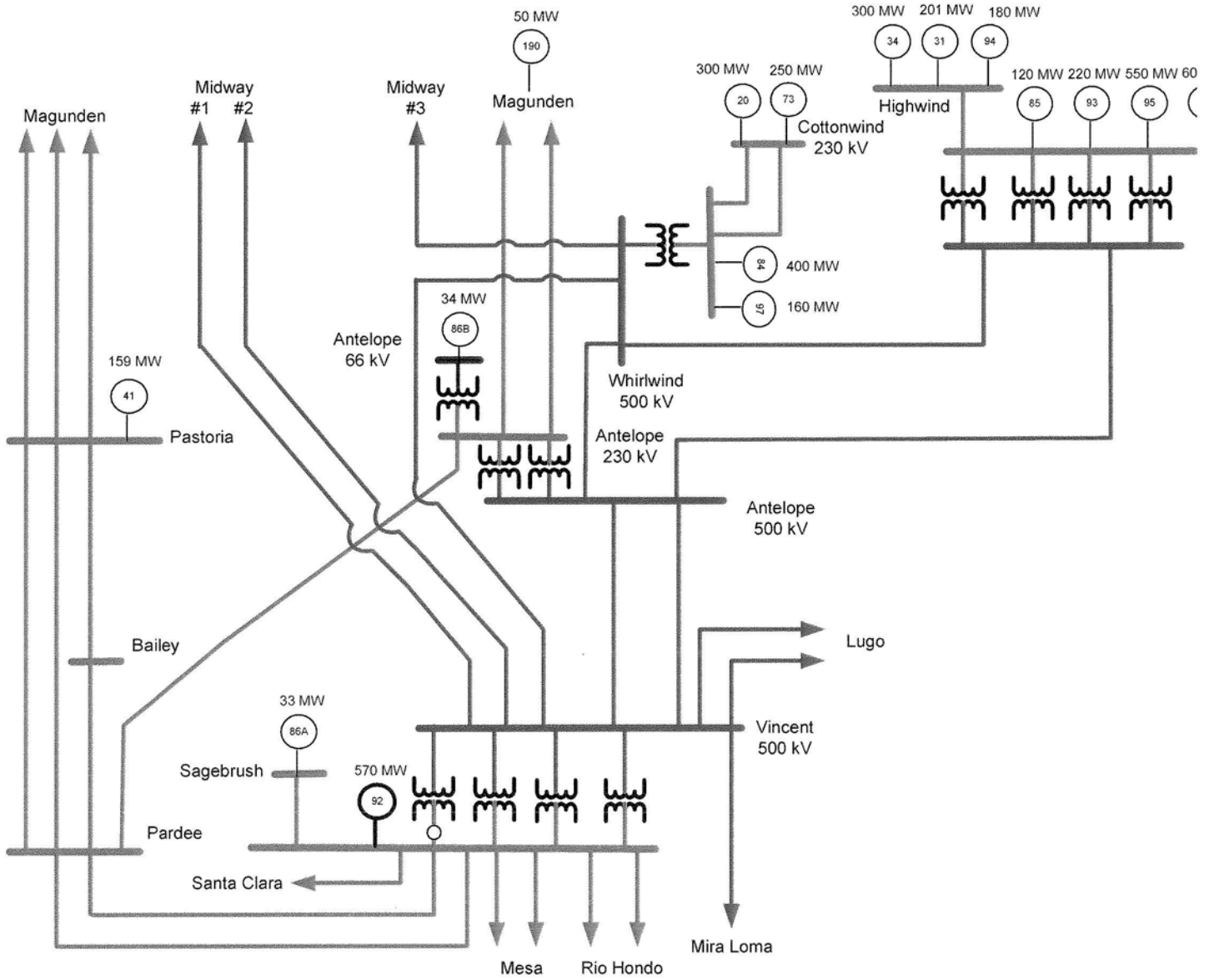
The estimated costs for Network Upgrades will include the facilities and upgrades required at or beyond the Point of Interconnection, including substation facilities at Vincent Substation; transmission facilities, protection equipment, communication equipment, and controls at Vincent Substation; and facilities required beyond Vincent Substation, such as at other substations and on other transmission lines in the CAISO Controlled Grid to accommodate the interconnection of the Project.

The estimated costs for Distribution Upgrades will include the facilities and upgrades, including substations and sub-transmission and distribution lines, required on SCE's Distribution System to accommodate the interconnection of the Project.

CHAPTER 5 - ONE-LINE OF PROJECT



CHAPTER 6 - TEHACHAPI WIND RESOURCE AREA SYSTEM DIAGRAM WITH PROJECT



SOUTHERN CALIFORNIA EDISON PROTECTED MATERIALS, CONFIDENTIAL: Contains Critical Energy Infrastructure Information (CEII)

CHAPTER 7 - FACILITIES STUDY ASSUMPTIONS

The Facilities Study will be based on the results of the SIS and upon the following assumptions:

1) A Palmdale requested In-Service date, Trial Operation date, and Commercial Operation date as transmitted with the Facilities Study Agreement; however, such assumptions shall be subject to change after study results, permitting requirements, design, land issues and material lead times are known, so that a more accurate determination can be made.

2) The technical data supplied by Palmdale for the Project are accurate and complete.

3) The maximum interconnection capacity requested by Palmdale is 570 MW.

4) Palmdale will install, own, operate and maintain all CAISO metering equipment. The CAISO metering equipment will be located on Palmdale' side of the Point of Interconnection.

5) Palmdale shall design the Project to provide up to 0.95 boost power factor as metered at the Point of Interconnection (i.e., the Vincent Substation 230 kV bus).

6) The Facilities Study results will reflect the CAISO Tariff, rules and protocols and SCE's Interconnection Handbook in effect at the time SCE provides the Facilities Study results to Palmdale.

CHAPTER 8 - SUMMARY OF THE SIS RESULTS & MITIGATION PLAN

The results and mitigation plan identified in the SIS are as follows:

1) Interconnection of the Project into Vincent Substation:

The Project will require a position at the Vincent Substation to connect its 230 kV generation tie-line.

2) Power Flow Study

With both the Antelope Transmission Project (ATP) and Tehachapi Renewable Transmission Project (TRTP) in service, the Palmdale Project can be integrated in the system. However, additional project specific facilities will be required to satisfy the requested Palmdale Project interconnection plan of service. These upgrades are not part of the Antelope Transmission Project (ATP) or Tehachapi Renewable Transmission Project (TRTP).

3) Post-Transient Voltage Stability

The Queue Cluster Window Interconnection System Impact Study determined that under specific outage conditions, a Special Protection System to automatically trip generation resources may be needed. The amount of generation tripping for post-transient voltage conditions was determined to be highly dependant on the amount of power factor correction installed at each of the wind generation projects. With all TWRA Queue Cluster wind generation providing for up to 0.95 power factor correction as metered at the point of interconnect, such need is mitigated. In any event, since the Palmdale Project is capable of providing dynamic reactive support, the project would not participate in any need for possible SPS participation to mitigate post-transient voltage problems.

4) Transient Stability

With both the Antelope Transmission Project and Tehachapi Renewable Transmission Project in service, the Palmdale Project did not result in any transient stability problems with the dynamic models utilized in this study.

5) Short-Circuit Duty

The short-circuit duty study identified four 500 kV and thirty-nine 230 kV substation locations under the three-phase-to-ground short-circuit duty that require specific breaker evaluation for replacement. Under the single-phase-to-ground short-circuit duty, the study identified three
500 kV substation and twenty-seven 230 kV substation locations that require specific breaker evaluation for replacement.

Table 1
Three-Phase-to-Ground (3PH) Short-Circuit Duty Study Results

Bus Name	Bus KV	PRE CASE		POST CASE		DELTA KA
		X/R	KA	X/R	KA	
LUGO	500	22.0	48.7	22.2	49.1	0.4
MIRA LOMA	500	23.7	38.8	23.8	39.0	0.2
SERRRANO	500	24.3	32.8	24.4	32.9	0.1
VINCENT	500	17.5	39.2	18.1	41.5	2.3
ALAMITOS(E)	230	17.0	30.6	17.0	30.7	0.1
ALAMITOS(W)	230	24.0	35.2	23.9	35.3	0.1
ANTELOPE	230	21.7	36.6	22.1	36.9	0.3
BARRE	230	19.0	50.4	18.9	50.5	0.1
CENTER	230	16.2	41.4	16.2	41.9	0.5
CHINO	230	16.8	50.2	16.8	50.3	0.1
DELAMO	230	16.4	44.2	16.3	44.6	0.4
EL NIDO	230	21.3	42.3	21.1	42.5	0.2
EL SEGUNDO	230	22.4	37.9	22.3	38.0	0.1
ETIWANDA	230	25.8	60.3	25.9	60.4	0.1
GOULD	230	15.5	15.6	12.9	23.1	7.5

HARBOR	230	15.0	33.6	15.0	33.8	0.2
HINSON	230	23.3	51.1	23.1	51.4	0.3
HUNTINGTON	230	14.8	30.2	14.8	30.3	0.1
LA FRESA	230	27.3	49.0	27.1	49.3	0.3
LAGUNA BELL	230	19.2	40.0	18.7	41.2	1.2
LONG BEACH	230	14.4	31.3	14.3	31.5	0.2
LEWIS	230	21.4	45.3	21.4	45.4	0.1
LIGHTHIPE	230	17.6	46.8	17.6	47.4	0.6
LUGO	230	30.3	49.7	30.5	49.8	0.1
MESA	230	16.4	47.6	17.0	51.7	4.1
MIRA LOMA (E)	230	23.0	64.9	23.0	65.0	0.1
MIRA LOMA (W)	230	20.1	52.6	20.1	52.7	0.1
MOORPARK	230	22.0	35.1	21.8	35.4	0.3
OLINDA	230	15.0	30.1	14.9	30.3	0.2
ORMOND BEACH	230	35.5	32.0	35.2	32.1	0.1
PARDEE	230	16.6	54.8	16.1	57.0	2.2
PASTORIA	230	14.6	33.4	14.5	33.5	0.1
PISGAH	230	20.7	27.1	20.7	27.2	0.1
REDONDO	230	26.9	47.4	26.8	47.7	0.3
RIO HONDO	230	16.0	31.8	16.0	32.2	0.4
SANTA CLARA	230	15.4	22.4	15.4	22.5	0.1
SERRANO	230	25.6	54.7	25.6	54.8	0.1
SYLMAR	230	19.2	58.3	19.0	59.3	1.0
VICTOR	230	16.9	29.8	16.9	29.9	0.1
VILLA PARK	230	22.6	47.5	22.5	47.6	0.1
VINCENT	230	25.4	48.5	23.0	59.0	10.5
VISTA	230	18.8	49.7	18.8	49.8	0.1
WALNUT	230	16.8	35.0	16.8	35.5	0.5

Table 2
Single-Phase-to-Ground (1PH) Short-Circuit Duty Study Results

Bus Name	Bus KV	PRE CASE		POST CASE		DELTA KA
		X/R	KA	X/R	KA	
LUGO	500	13.0	40.3	13.0	40.5	0.2
MIRA LOMA	500	10.8	35.5	10.8	35.6	0.1
VINCENT	500	14.2	30.3	14.6	31.8	1.5
ALAMITOS(E)	230	12.7	31.7	12.7	31.8	0.1
ALAMITOS(W)	230	14.0	30.0	13.9	30.1	0.1
ANTELOPE	230	24.7	39.6	25.0	39.9	0.3
ARCOGEN	230	17.1	37.0	17.1	37.2	0.2
CENTER	230	14.7	33.5	14.7	33.8	0.3
CHINO	230	12.5	40.2	12.5	40.3	0.1
DELAMO	230	9.5	38.9	9.5	39.1	0.2
EL NIDO	230	18.1	40.0	18.0	40.1	0.1
EL SEGUNDO	230	21.5	36.4	21.5	36.5	0.1
ETIWANDA	230	16.7	60.2	16.7	60.3	0.1
HINSON	230	22.1	49.0	22.0	49.2	0.2
LA FRESA	230	20.9	45.1	20.9	45.3	0.2
LAGUNA BELL	230	14.5	38.6	14.0	39.4	0.8
LIGHTHIPE	230	11.3	42.1	11.2	42.5	0.4
LUGO	230	25.2	51.4	25.3	51.5	0.1
MESA	230	11.0	39.4	10.7	42.1	2.7
MIRA LOMA (E)	230	11.6	63.4	11.6	63.5	0.1

MOORPARK	230	23.4	27.1	23.2	27.2	0.1
PARDEE	230	14.0	39.8	13.6	40.9	1.1
PASTORIA	230	14.8	35.0	14.7	35.1	0.1
REDONDO	230	31.5	42.0	31.5	42.2	0.2
RIO HONDO	230	16.4	26.7	16.3	27.0	0.3
SANTA CLARA	230	14.6	20.0	14.6	20.1	0.1
SYLMAR	230	12.7	64.0	12.7	64.7	0.7
VILLA PARK	230	16.0	43.3	16.0	43.4	0.1
VINCENT	230	18.6	47.8	18.1	56.3	8.5
WALNUT	230	15.3	27.5	15.2	27.7	0.2

CHAPTER 9 - SUMMARY OF DELIVERABILITY STUDY RESULTS

CAISO performed the deliverability assessment for the Project, most recently, in its 2007Q3 Generation Deliverability Study. The Project was deemed fully deliverable with TRTP in service. For detailed assumptions and results of the deliverability assessment, please refer to http://www.caiso.com/1c44/1c44b5c31cce0.html.

CHAPTER 10 - DETAILED FACILITIES STUDY WORK SCOPE & COST ESTIMATES

With both the Antelope Transmission Project (ATP) and Tehachapi Renewable Transmission Project (TRTP) in service, the only additional upgrades excluding the circuit breaker upgrades or replacements to be identified as part of the Facilities Study are the facilities required to interconnect the Palmdale Project into the Vincent Substation. These upgrades include 230kV upgrades at the Vincent Substation. Cost estimates for the facilities required to expand the Vincent Substation are embedded within the total cost estimate for both the ATP and TRTP. This cost is currently estimated to be approximately $1.8 billion.

Based on the relative queue position and geographic location of the Palmdale Project, the portions of upgrades required to interconnect the Palmdale Project involve expansion of the Vincent 230 kV switchyard. Because the Palmdale Project is connecting to facilities that are required for the final segment of the TRTP project, the same system constraints that affect the timing of this segment also affects the Palmdale Project. System constraints south of Vincent will limit simultaneous deliveries from the entire TWRA Area to approximately 2200 MW until additional upgrades identified as part of the final segment of TRTP are constructed.

Cost estimates were developed based on the transmission facilities needed to support the full 2,519 MW in the Queue Cluster Window up to and including the Palmdale Project. These facilities involve the portions of the TRTP which allow for expansion of Vincent and which provide for additional south of Vincent capability. SCE has filed a CPCN application on June 29, 2007 seeking CPUC approvals for these facilities. Consequently, SCE anticipates upfront funding the costs associated with the portions of upgrades which support the Palmdale Project. Therefore, the cost estimates associated

with portions of Segment 9 and 11 as provided below in Table 3 are for informational purposes only and will only become the responsibility of the Palmdale Project if rate recovery assurances under P.U. Code 399.25 are challenged at court and the decision is reversed. Since SCE would have been pursuing development of Segment 6, 7, and 8 (Vincent-Mira Loma 500 kV T/L), irrespective of generation development in the TWRA, costs associated with these segments are not provided and would not be the responsibility of the Palmdale Project for up-front funding.

Table 3
Cost Estimates* Provided in Millions

	Triggering Generator		
Facility Upgrade			Palmdale Project
TRTP 9: Replace Vincent AA-Bank and Gould Substation Upgrades			$49.5
TRTP 11: New Vincent-Mesa No.2 500/230 kV T/L			$91.6
Possible Circuit-Breaker Replacements			Unknown
Totals:			$141.1***

Notes:

* These costs were extracted from the total cost developed for the Antelope Transmission Project and Tehachapi Renewable Transmission Project and are subject to change if assignment of up-front funding for specific elements is ultimately required (i.e. project estimates may include specific equipment that is not part of the cost estimates derived for ATP and TRTP). Under such conditions, a restudy of the System Impact Study is recommended to clearly identify exactly which facilities within each Segment is required on an individual project basis. In addition, these costs are also subject to change based on detailed engineering review, environmental mitigations, and ultimate routing and do not include the cost of new right-of-way, if required.

** Excluding any required circuit breaker upgrade/replacement costs and direct assign facility costs

*** Excluding any required circuit breaker upgrade/replacement costs, direct assign facility, and interconnection facility costs

CHAPTER 11 - ESTIMATED TIME TO CONTRUCT (CONSTRUCTION SCHEDULE)

The estimated time to construct the required Participating TO's Interconnection Facilities, Distribution Upgrades and Network Upgrades will be provided in the Facilities Study. Palmdale had originally requested a December 31, 2009 operating date with its Interconnection application. Based on the information provided by generator developers with projects in the Queue Cluster Window, a significant number of projects desire to be interconnected in advance of completing the construction of the required facility upgrades. Consequently, operating protocols and/or exceptions to established planning criteria will need to be developed if all projects are to be interconnected by the requested in-service date, assuming that the facilities required to interconnect the projects can be constructed in time. Furthermore, congestion management, subject to the approval of the CAISO would be required if more than 700 MW of new generation in the TWRA is interconnected with the completion of Segments 1 and 2 of the ATP and if more than 1,150 MW is interconnected with the completion of Segment 3 of the ATP. Palmdale is required to provide its revised

requested in-service date, Trial Operation date, and Commercial Operation date with its transmittal of the FSA.

The proposed Project interconnection date cannot be satisfied for this interconnection point because the interconnection point requires substation expansion at Vincent which is part of the Tehachapi Renewable Transmission Project and the current timeline for completing the construction of such expansion is late 2012. Consequently, it should be understood that the proposed commercial operating date for this project should be modified to reflect a 2012 in-service date consistent with the in-service date for the Vincent Substation Expansion which is part of Segment 9 of the Tehachapi Renewable Transmission Project.

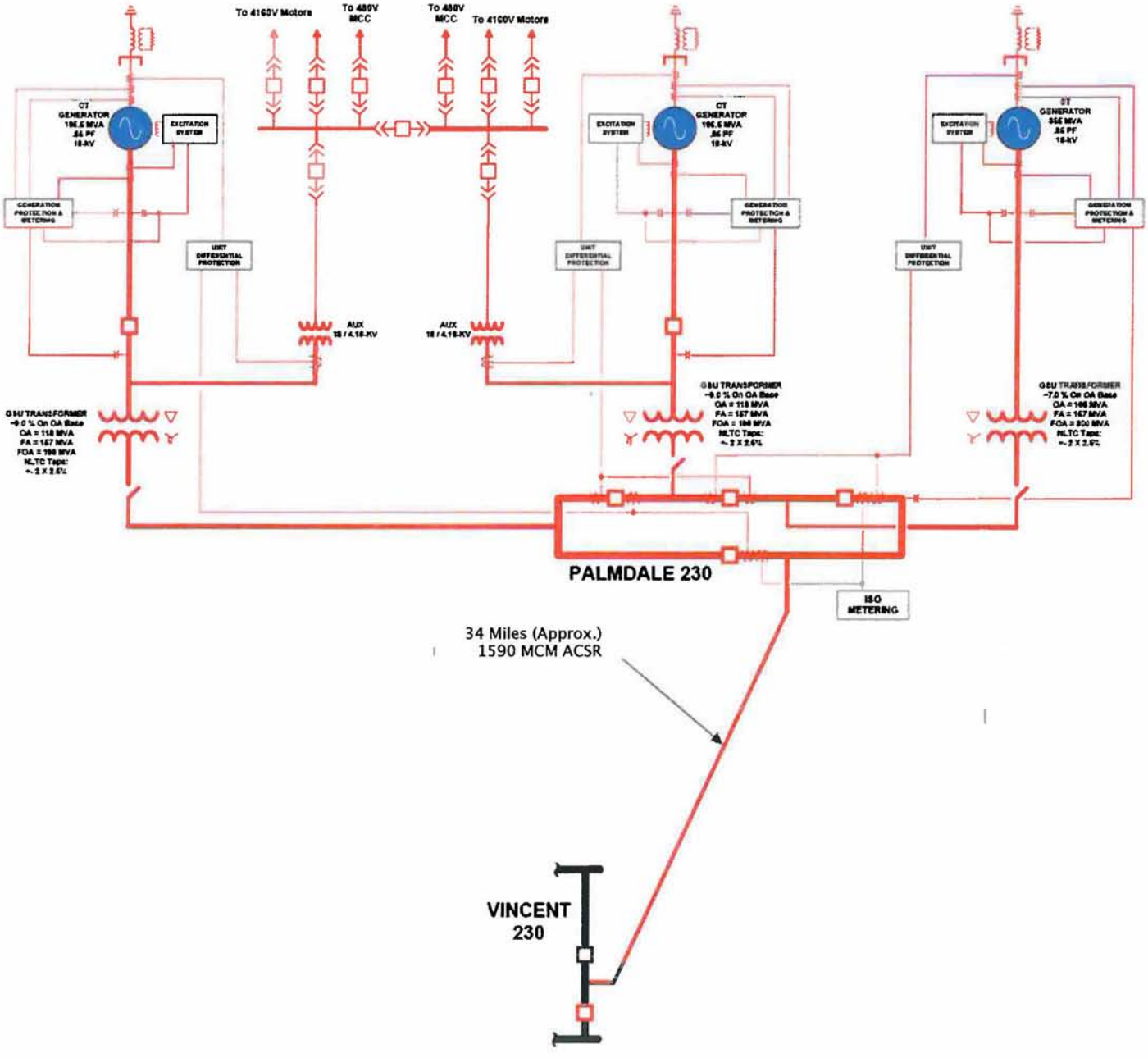
CHAPTER 12 - OPERATIONAL STUDY

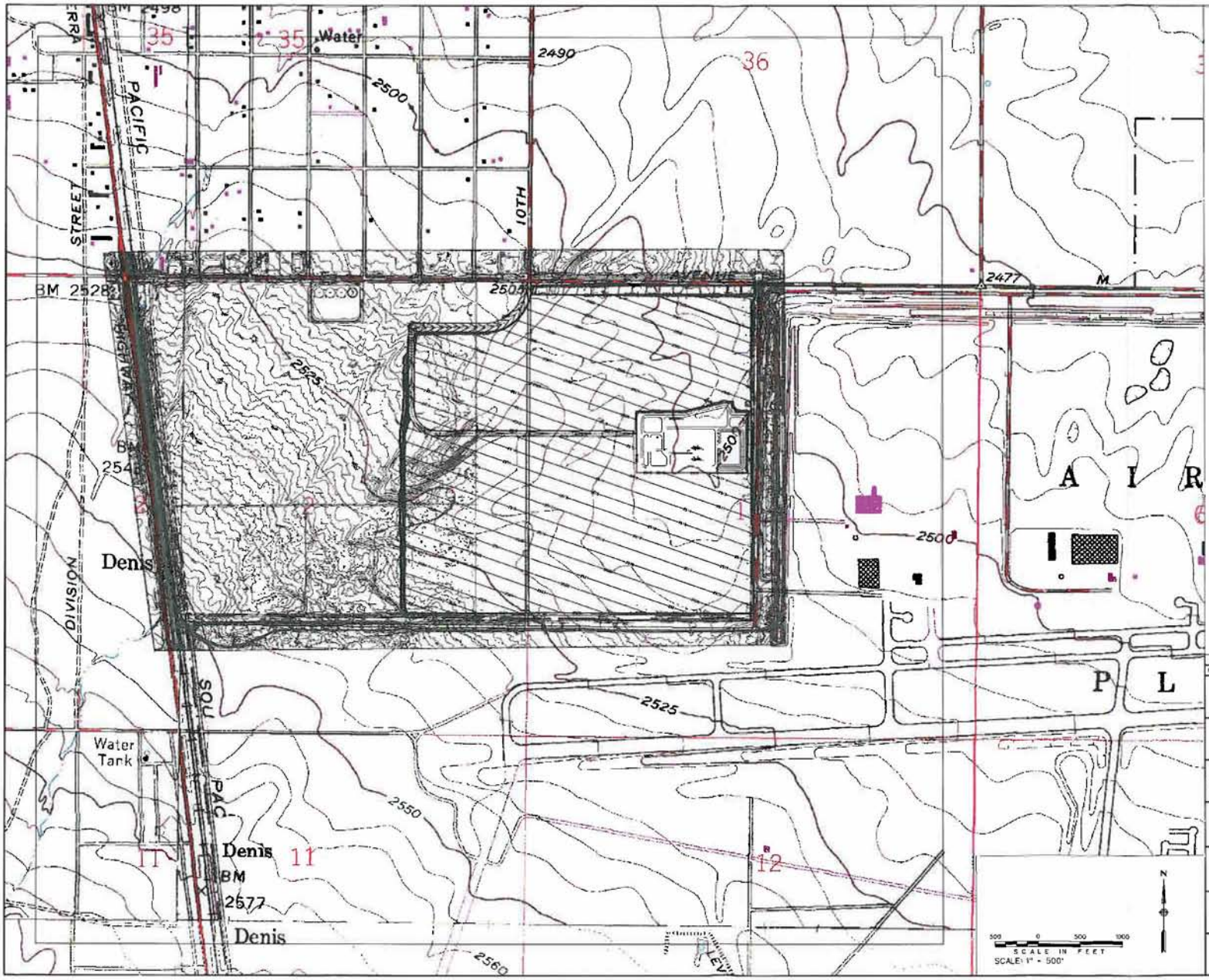
As identified in the SIS, a detailed operational evaluation ("Operational Study") will be required to determine the exact nature of potential system problems in order to identify the minimum mitigation measures required to allow interconnection of specific projects in a specific order. The Operational Study will address how much generation could be interconnected without deteriorating the system reliability before all the TRTP segments are in service. The methodology is currently under development and will be provided to the Tehachapi Holdings prior to the commencement of the study.

Before the Project's Operational Study can commence, the CAISO and SCE will need to obtain the current requested Commercial Operation Date from each project contained in the TWRA Queue Cluster and any revised technical data (as both are required to be provided with an executed Facilities Study Agreement under the LGIP). The estimated date to complete the Operational Study will be provided prior to the study's commencement.

CHAPTER 13 - REASONS THAT A RE-STUDY MAY BE NEEDED

Pursuant to Section 8.5 of the LGIP, a re-study of the Facilities Study may be needed due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to LGIP Section 4.4, or any other effective change in information which necessitates a re-study.


To 4160V Motors
To 480V MCC
To 480V MCC
To 4160V Motors
PALMDALE 230
ISO METERING
34 Miles (Approx.)
1590 MCM ACSR
VINCENT 230



- PRELIMINARY -
NOT FOR CONSTRUCTION

REV	DESCRIPTION	BY	CHK	APP	DATE
A	ISSUED FOR REVIEW	MTW	ROD	ROS	03-11-03

INLAND ENERGY

PALMDALE COMBINED CYCLE HYBRID POWER PROJECT

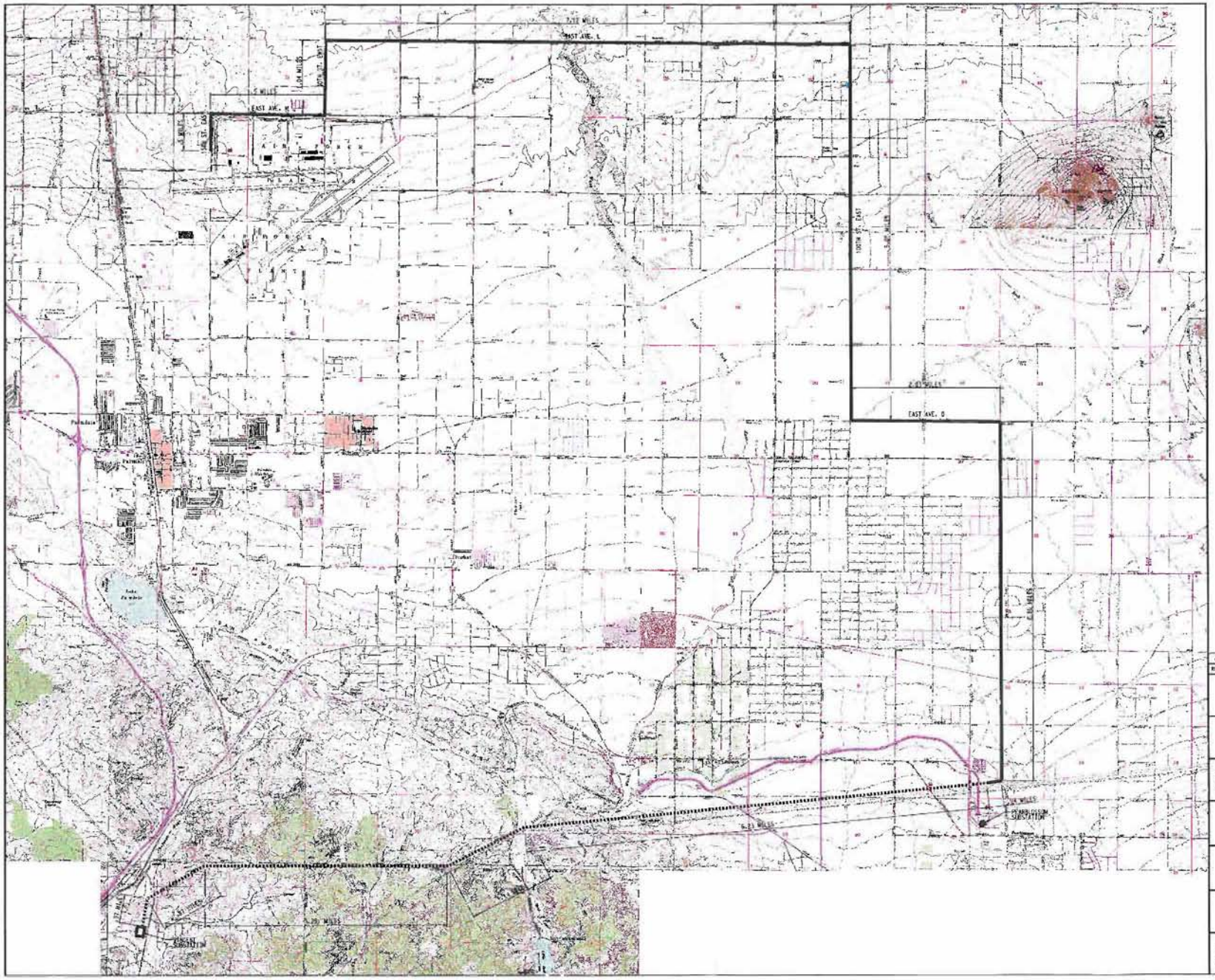
Kiewit

Kiewit Power
9405 Lenexa Drive
Lenexa, Kansas 66214

SITE PLAN

	by	date
DESIGNED	ROD	03-11-03
DRAWN	MTW	03-11-03
CHECKED		
APPROVED		

DRAWING NUMBER
2007-021-SP-001



NEW LINE, NEW TOWERS, NEW RIGHT OF WAY

NEW LINE, NEW TOWERS, EXISTING RIGHT OF WAY

– PRELIMINARY –
NOT FOR CONSTRUCTION

REV	DESCRIPTION	DWN	CHK	APP	DATE
A	ISSUE FOR REVIEW	MTK	ROD	ROD	05-11-08

INLAND ENERGY

PALMDALE COMBINED CYCLE HYBRID POWER PROJECT

Kiewit

Kiewit Power
8400 Lenexa Drive
Lenexa, Kansas 66214

PLANT LOCATION ON U.S.G.S. 24K QUADMAP

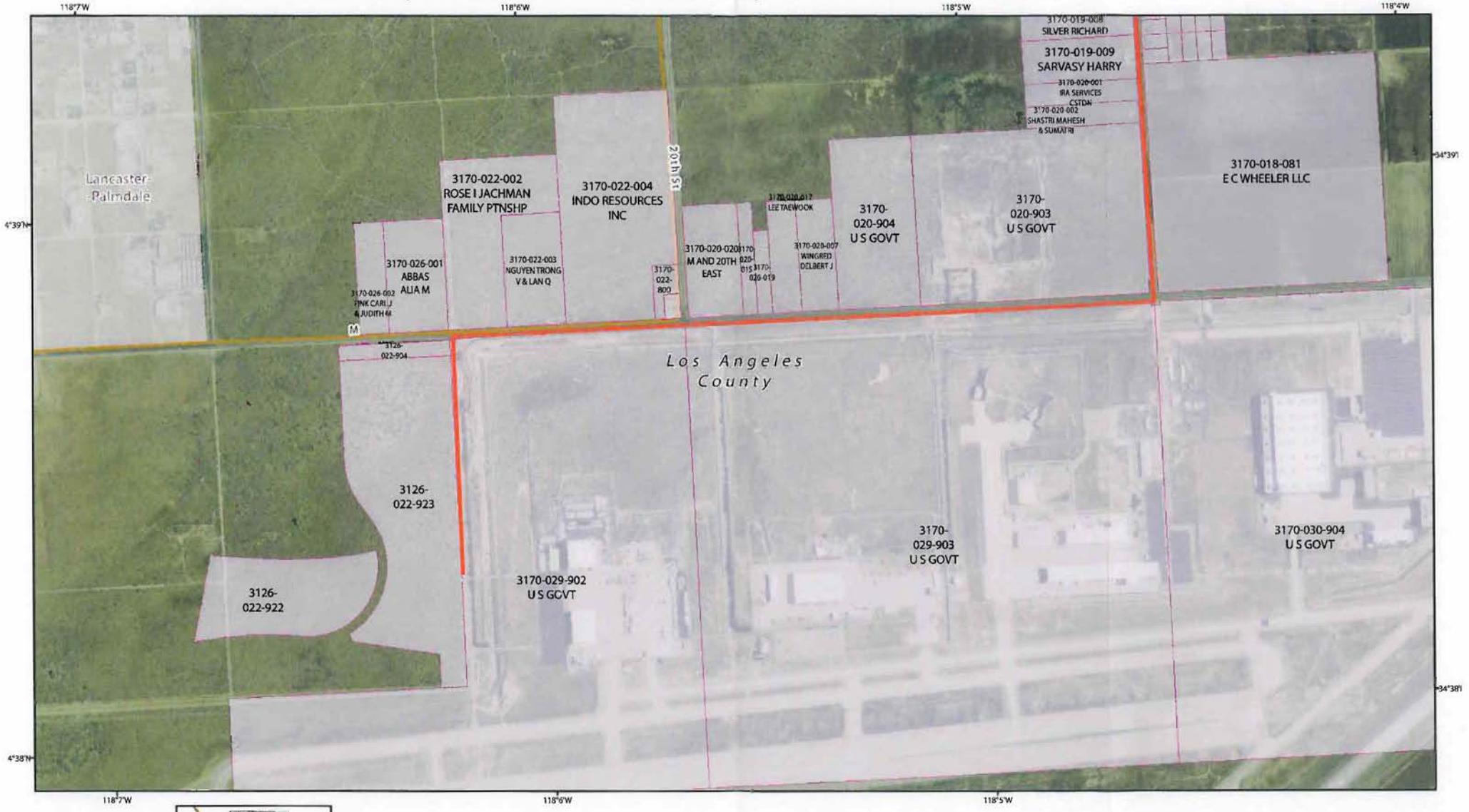
	by	date
DESIGNED	ROD	05-11-08
DRAWN	MTK	05-11-08
CHECKED		
APPROVED		

DRAWING NUMBER

2007-021-QD-001

Proposed Route: Palmdale Project to Vincent - 2/10/2008

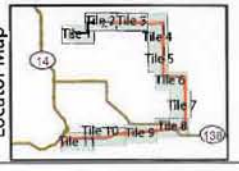
Tile: 1



N

0 500 Feet

Locator Map



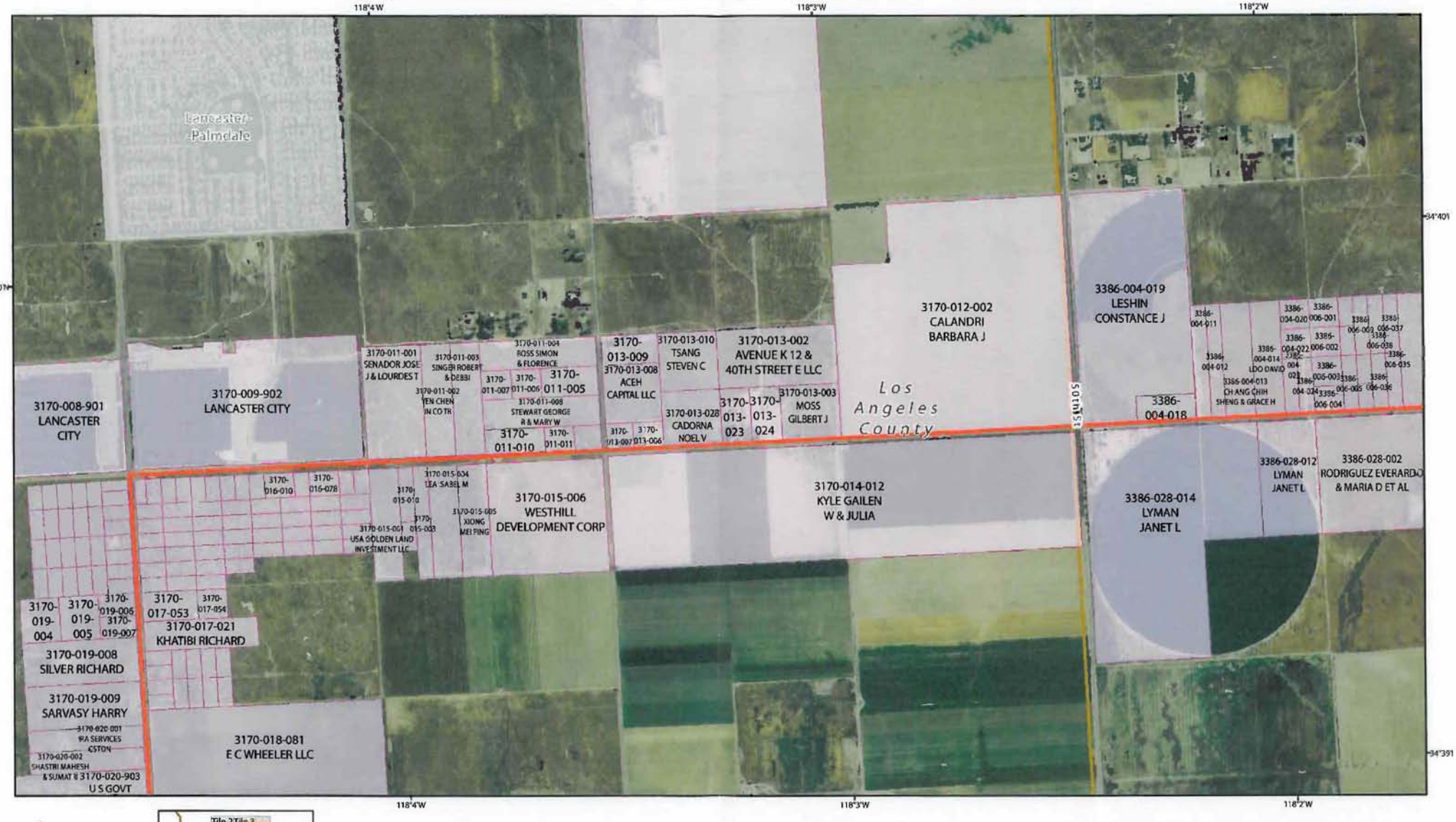
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Rai roads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

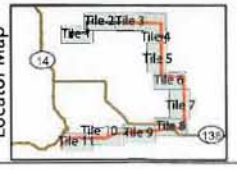
Tile: 2



N

0 500 Feet

Locator Map



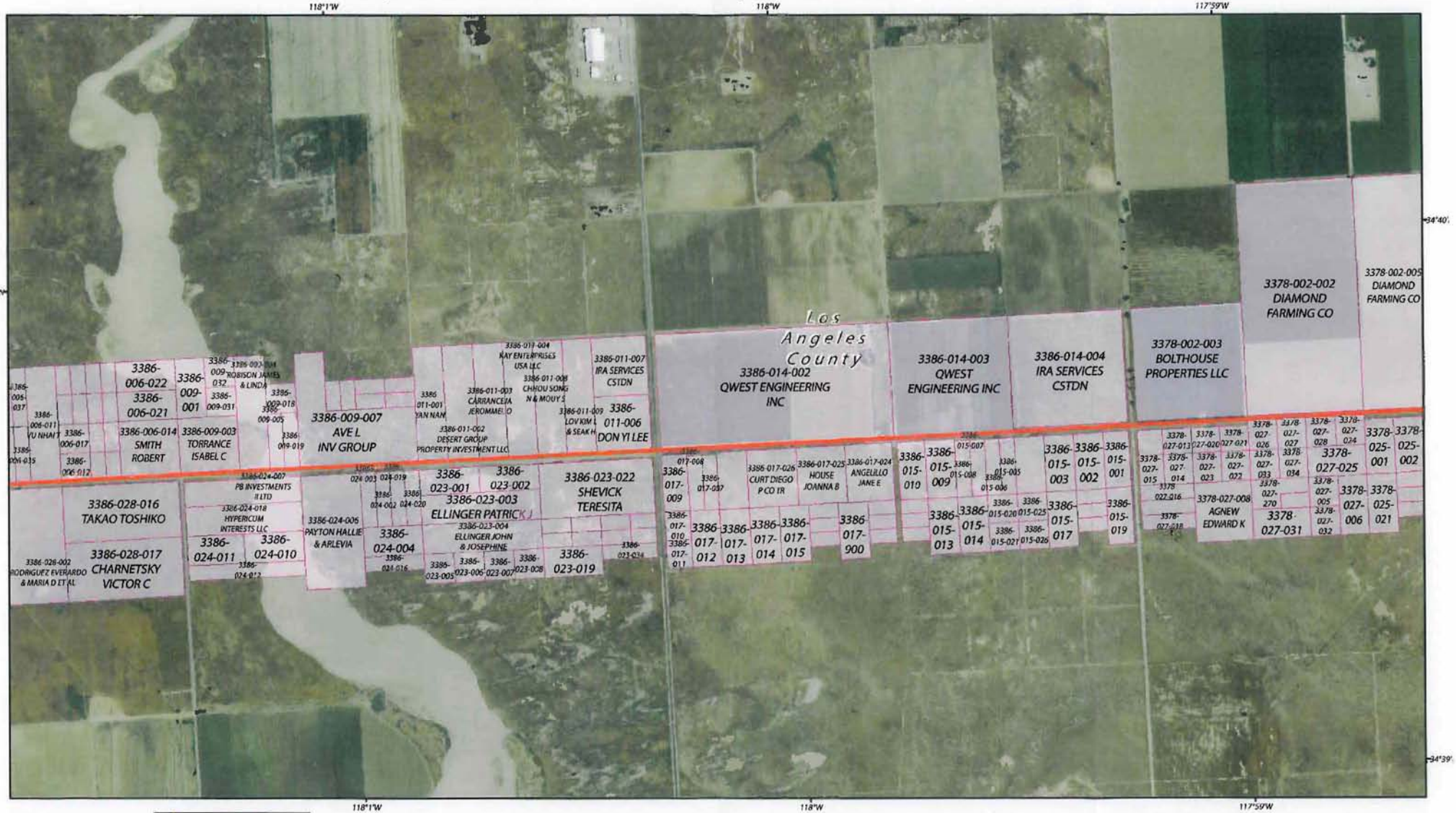
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

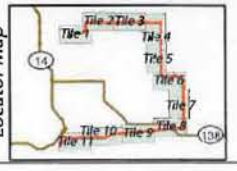
Tile: 3



N

0 500 Feet

Locator Map

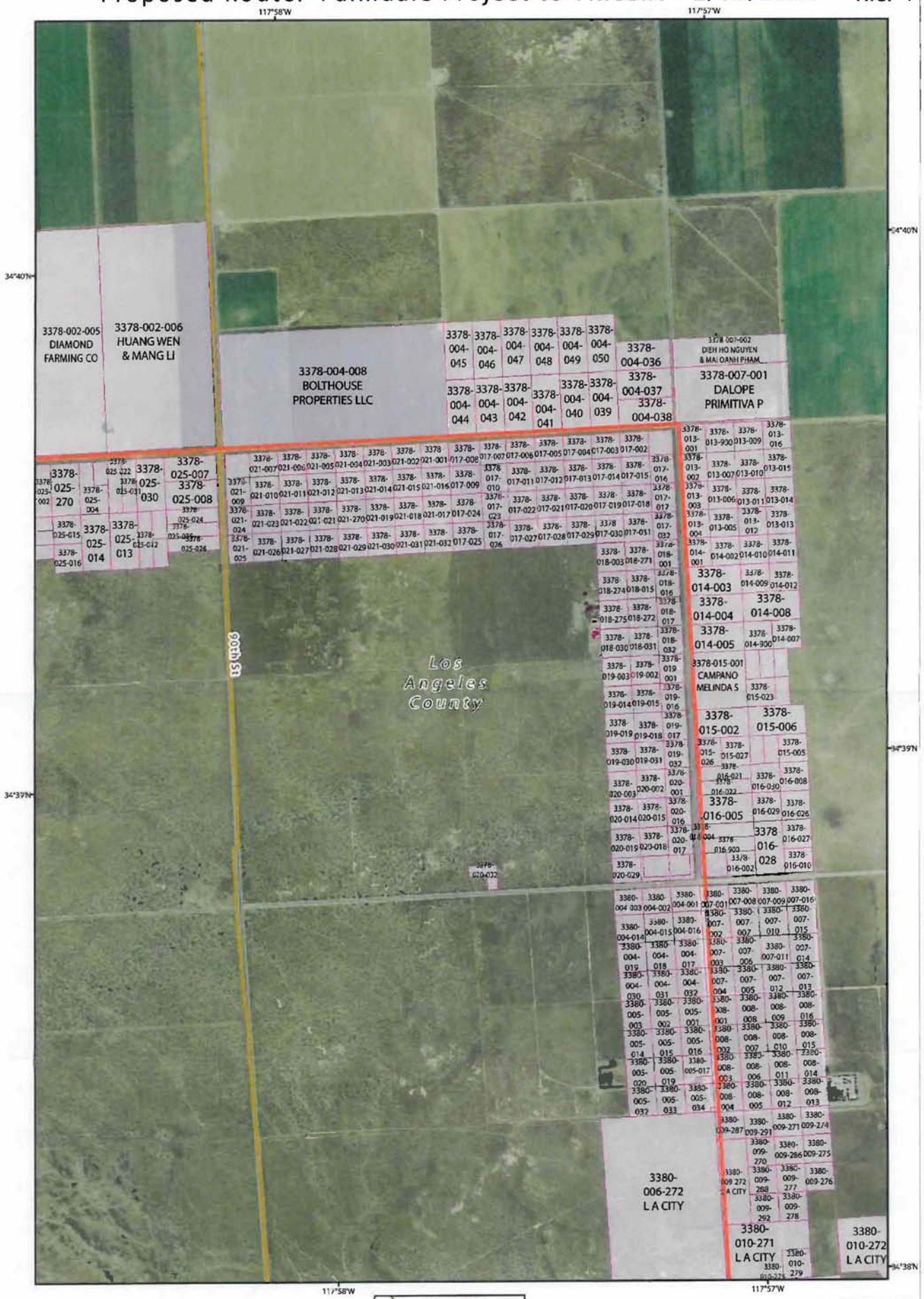


Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008 Tile: 4



N

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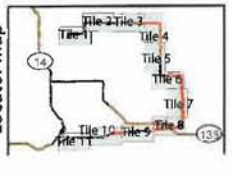
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - L.A. County and Parcelquest (2/08)

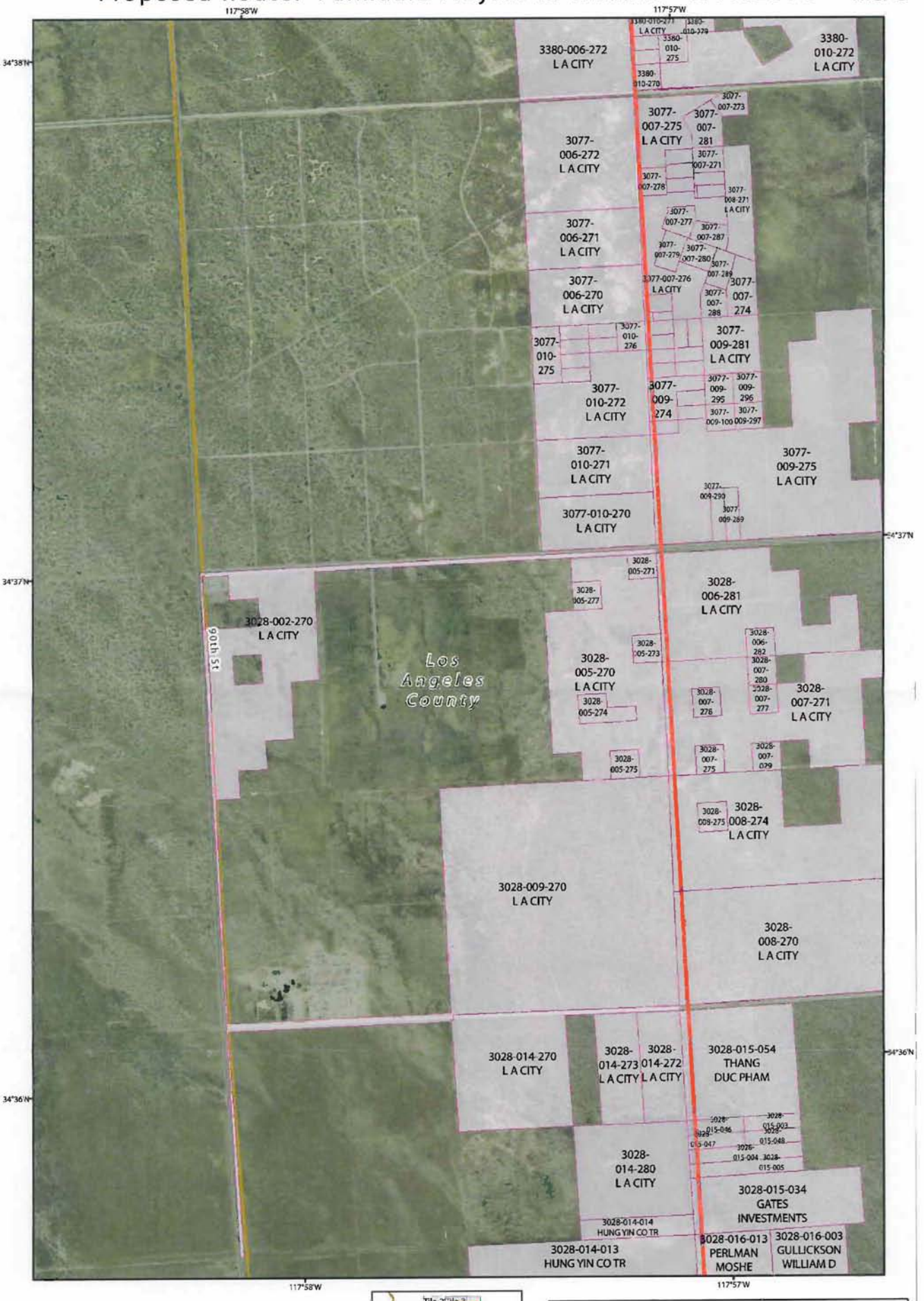
Locator Map



Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008 Tile: 5



N

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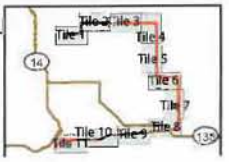
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - L.A. County and Parcelquest (2/08)

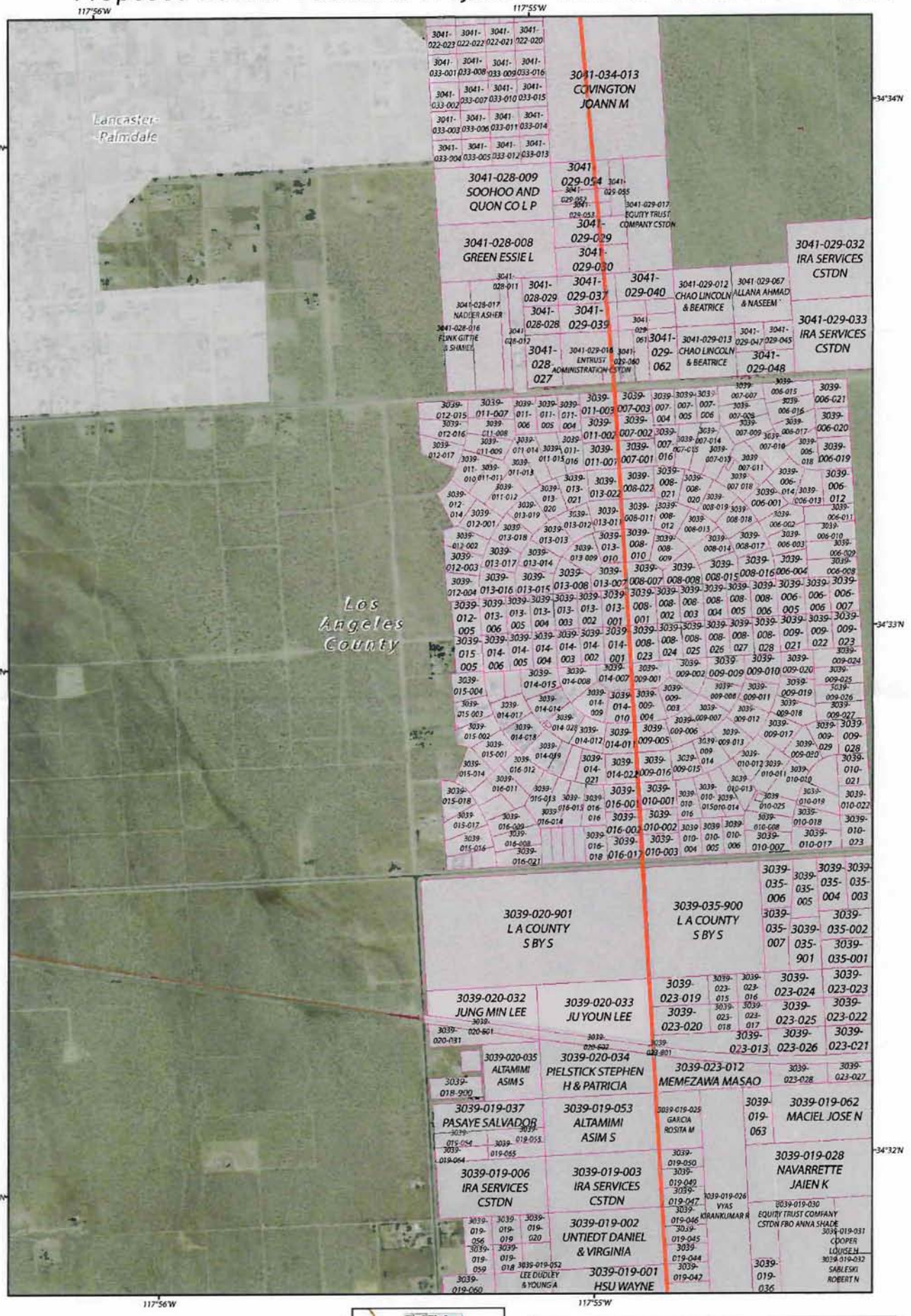
Locator Map



Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008 Tile: 7



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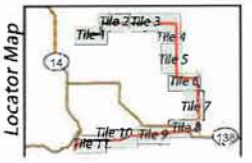
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - L.A. County and Parcelquest (2/08)

Locator Map

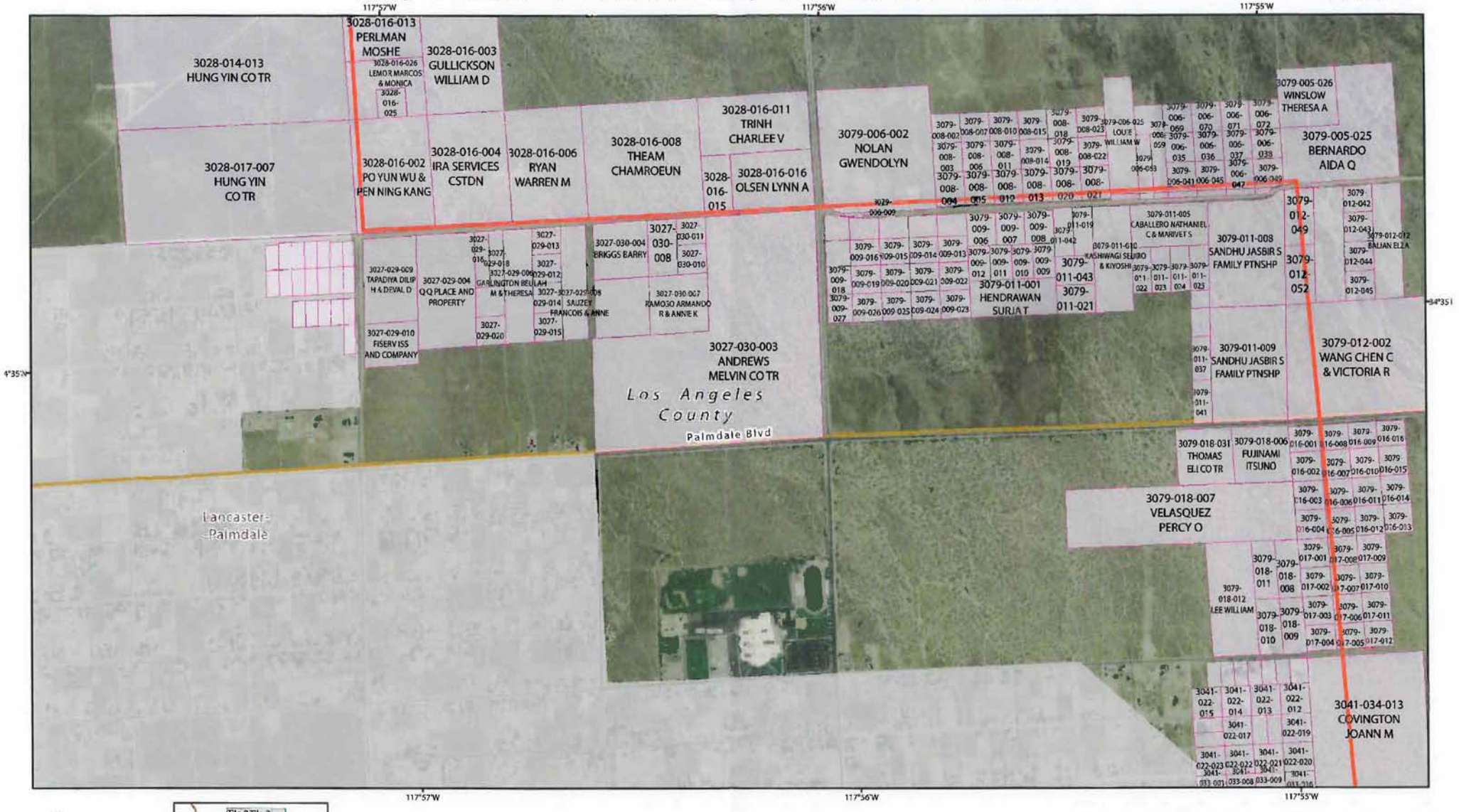


Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

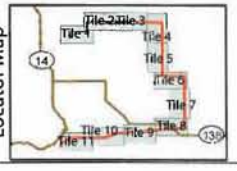
Tile: 6



N

0 500 Feet

Locator Map



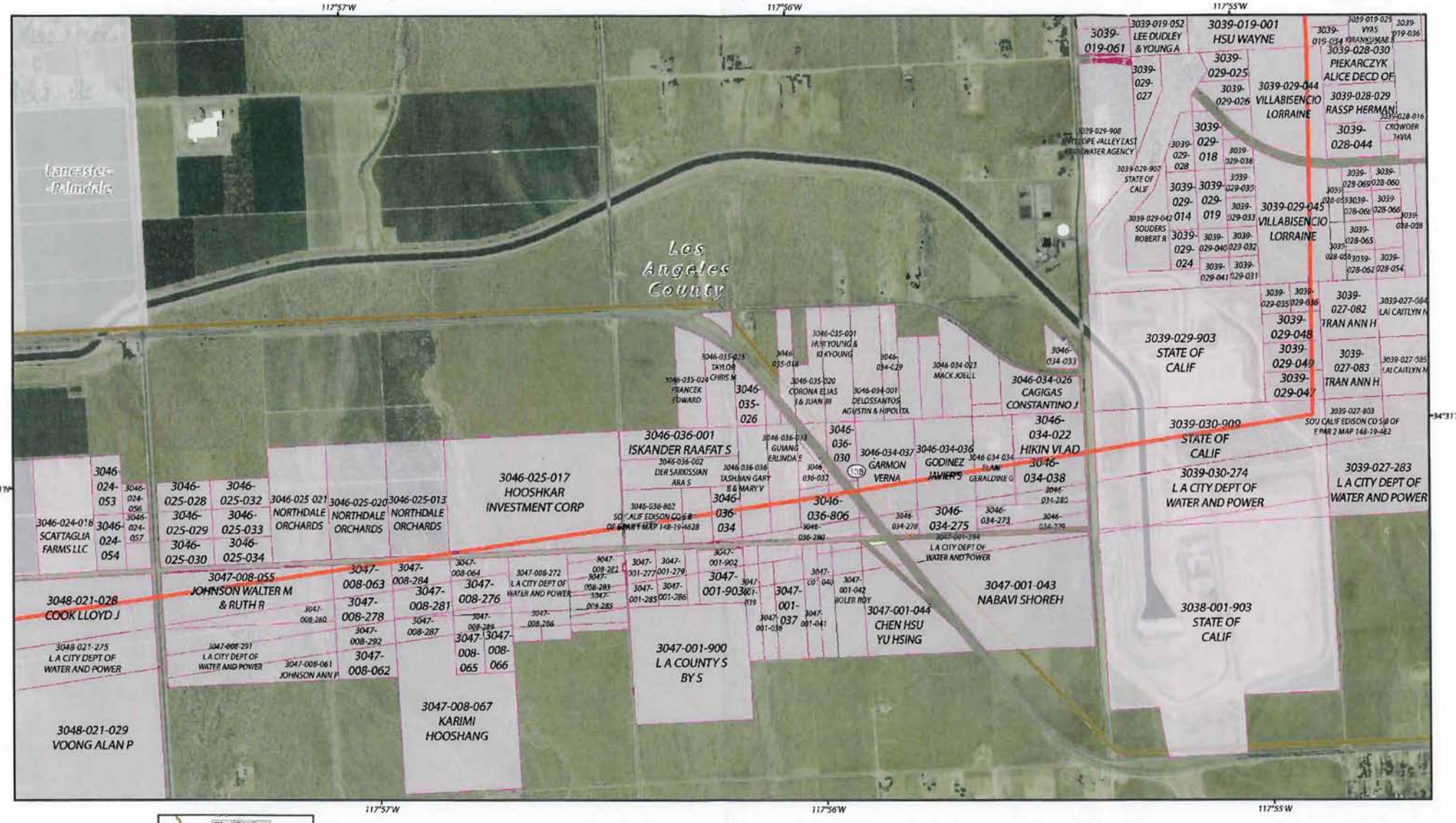
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

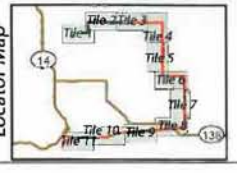
Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

Tile: 8





N

0 500 Feet

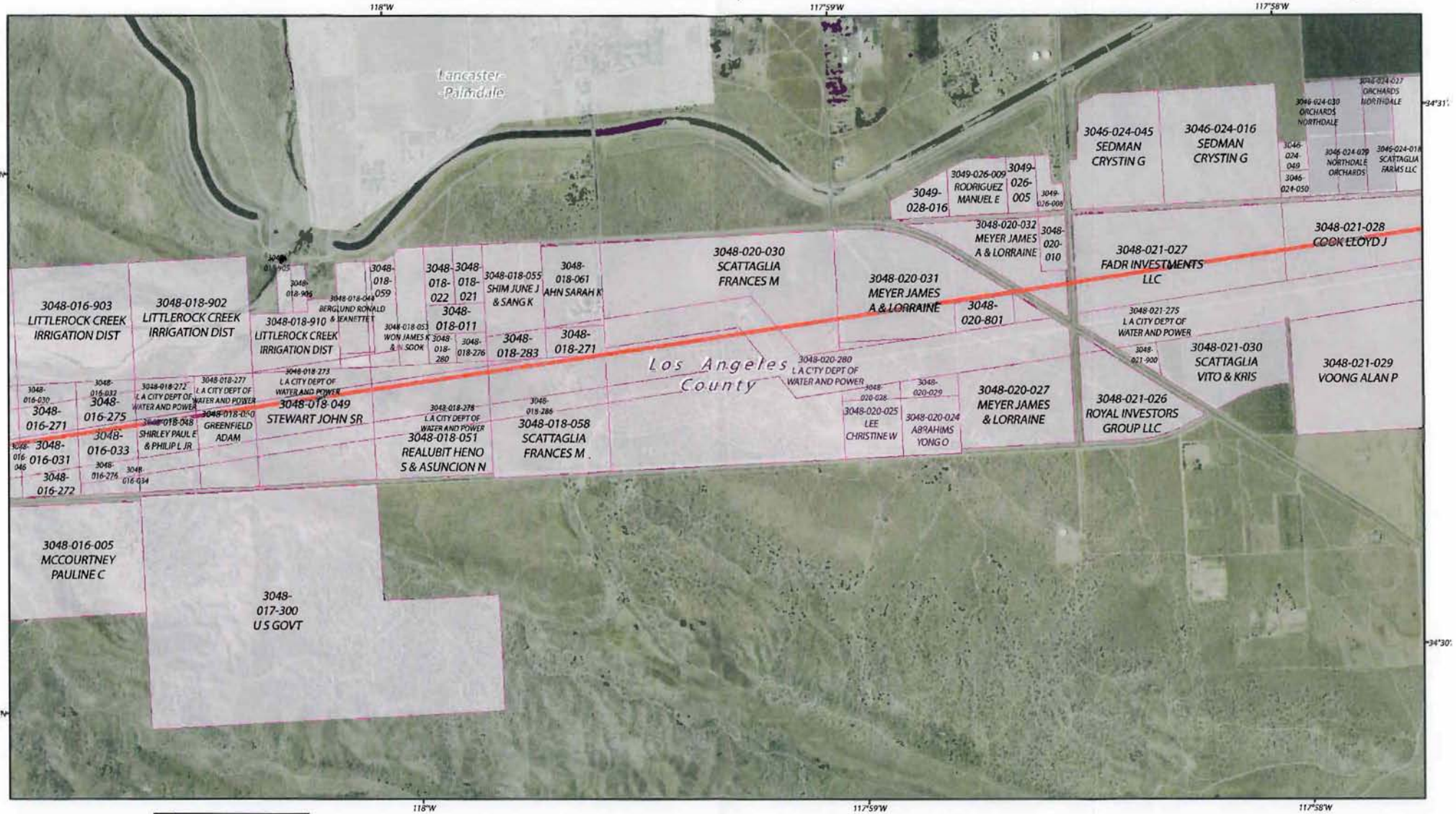
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

Tile: 9



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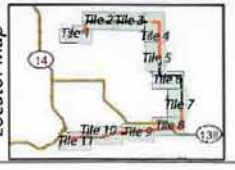
0 500 Feet

Locator Map



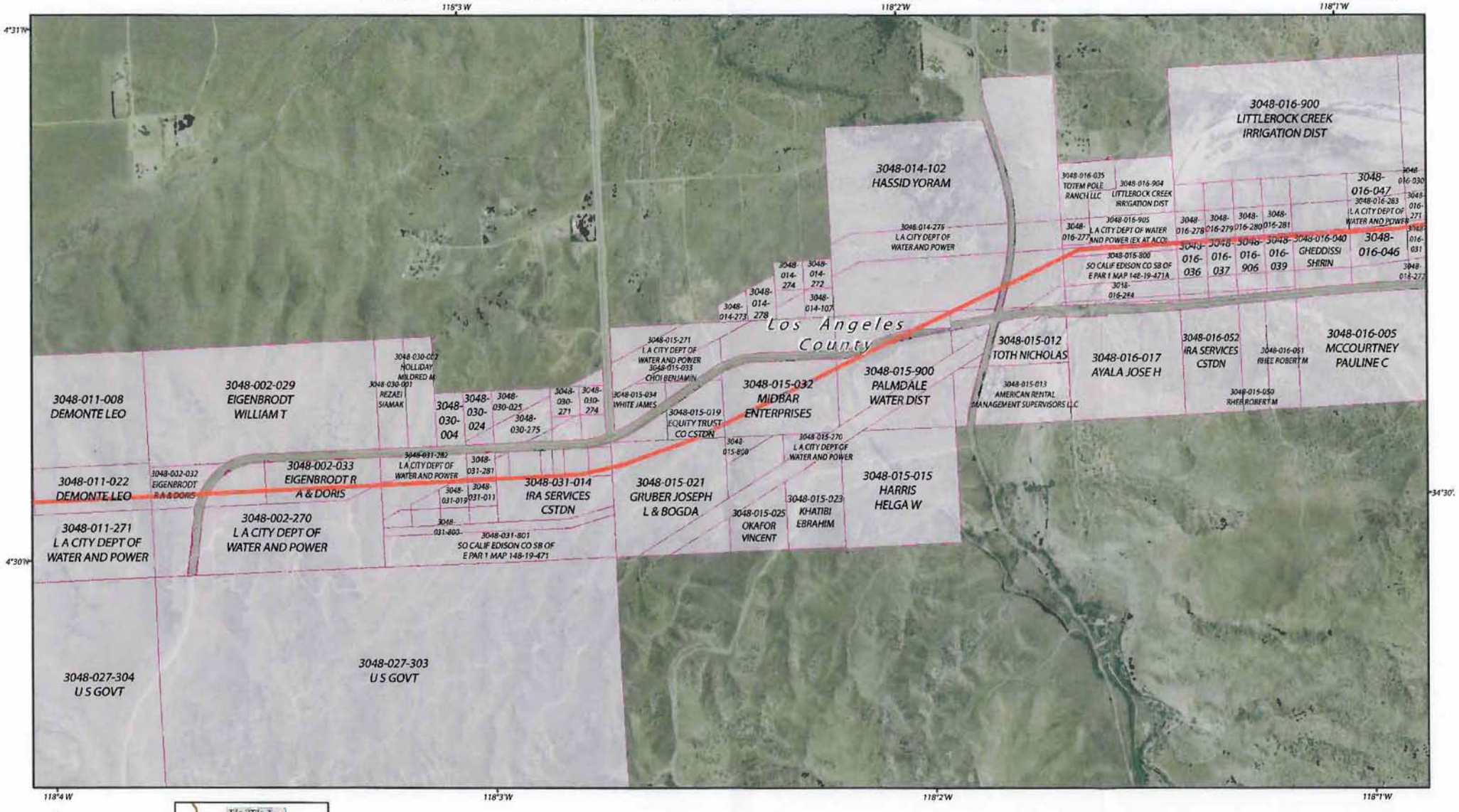
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

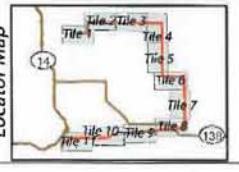
Tile: 10



N

0 500 Feet

Locator Map



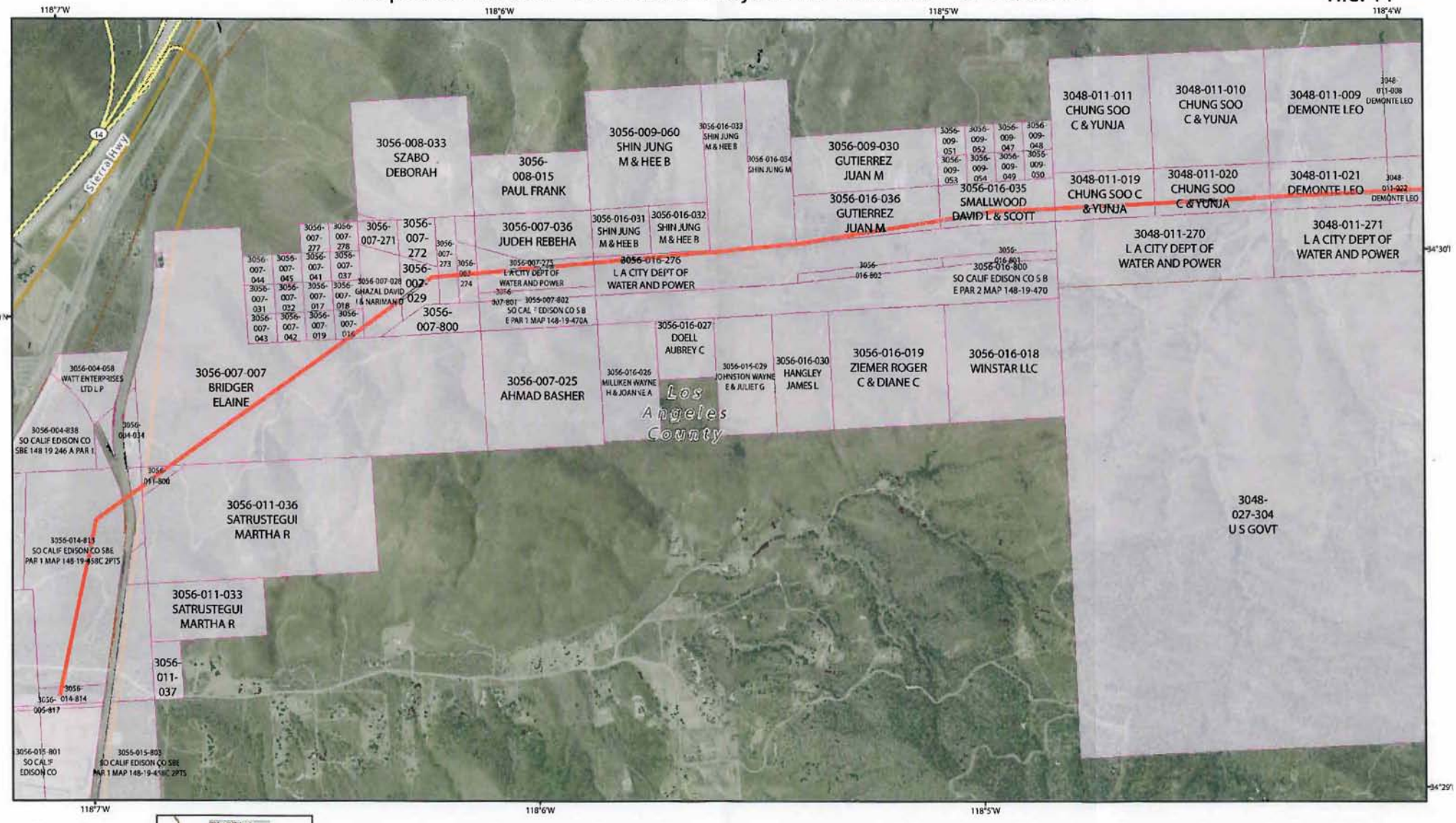
Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Proposed Route: Palmdale Project to Vincent - 2/10/2008

Tile: 11



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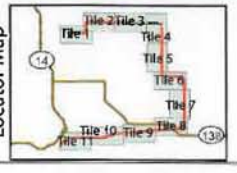
0 500 Feet

Locator Map



Air Photograpy - Summer 2005 1-Meter NAIP
Parcel Data - Los Angeles County and Parcelquest (February 2008)

Legend

- Palmdale Project - Vincent Proposed Route
- Los Angeles County Parcel Boundaries
- Railroads
- Major Highway
- Highway
- Major Road
- Urban Areas
- County Boundaries

Transmission ROW parcel numbers and Land Owners

Tile No.	APN	Owner Name
5	3028-006-281	L A CITY
5	3028-007-271	L A CITY
5	3028-008-270	L A CITY
5	3028-008-274	L A CITY
5	3028-015-004	PHILLIPS MARIE E
5	3028-015-005	BTC PROPERTIES LLC
5	3028-015-034	GATES INVESTMENTS
5	3028-015-046	LINDEN HENRY N & SIV E
5	3028-015-047	SLATER WILLIAM
5	3028-015-054	THANG DUC PHAM
6	3028-016-002	PO YUN WU & PEN NING KANG
6	3028-016-004	IRA SERVICES CSTDN
6	3028-016-006	RYAN WARREN M
6	3028-016-008	THEAM CHAMROEUN
5 & 6	3028-016-013	PERLMAN MOSHE
6	3028-016-015	VOGES BRADLEY L
6	3028-016-016	OLSEN LYNN A
6	3028-016-026	LEMOR MARCOS & MONICA
7	3039-007-003	NAPIERSKIE GLENN P
7	3039-011-001	IRA SERVICES CSTDN FBO XIANG Y LIU
7	3039-011-002	KHAKI HOUSHANG
7	3039-011-003	OLIVER ODIS
7	3039-013-001	ASHBY DELLA
7	3039-013-007	ORTLIEB RICHARD
7	3039-013-010	MENDOZA CUAUHTEMOC & JULIA
7	3039-013-011	GUZMAN MARGARITO M & REYNA E
7	3039-013-022	MASON VIOLA J
7	3039-014-001	ASHBY DELLA
7	3039-014-007	HAYS PARIS
7	3039-014-010	YOUNG TRACY
7	3039-014-011	GONZALEZ JULIO P & MARTHA J
7	3039-014-022	BELKNAP MICHAEL R & LORI L
7	3039-016-001	WALLS ANA M
7	3039-016-002	GOMEZ ALONSO & MACRINA J
7	3039-016-017	MCHUGH FRANK
7	3039-019-025	GARCIA ROSITA M
8	3039-019-034	LEWIS AUDREY
7 & 8	3039-019-041	ONDROZECK RONALD D
7	3039-019-042	CHIANG SOONG T & SYLVIA B
7	3039-019-044	TAYLOR TOMMY T
7	3039-019-045	PADOR DOMINICA D
7	3039-019-046	IRA SERVICES CSTDN FBO DAVID M LU
7	3039-019-047	MILLER DAVID L

Tile No.		APN	Owner Name
7		3039-019-049	MARCH MARK A
7		3039-019-050	WOLFE ROSE
7		3039-019-053	ALTAMIMI ASIM S
7		3039-020-033	JU YOUN LEE
7		3039-020-034	PIELSTICK STEPHEN H & PATRICIA
7		3039-020-802	SOU PAC CO S B E PAR 4 MAP 872-19-140
7		3039-020-901	L A COUNTY S BY S
8		3039-029-036	VU KEVIN
8		3039-029-044	VILLABISENCIO LORRAINE
8		3039-029-045	VILLABISENCIO LORRAINE
8		3039-029-047	IRA SERVICES CSTDN FBO DAVID LIN SHENG
8		3039-029-048	HYUN CHUL LEE
8		3039-029-049	HENDERSON ORSON R
8		3039-030-909	STATE OF CALIF
7		3041-029-015	HORN HENRIETTE A
7		3041-029-016	ENTRUST ADMINISTRATION CSTDN
7		3041-029-029	BUCHAK EDWARD C
7		3041-029-030	PHANN ANN
7		3041-029-037	LE DAVID
7		3041-029-039	DROOZ FRANCES C
7		3041-029-052	LEONG DICK K & SHERON W
7		3041-029-053	MOREMAN HARRY J & LOIS C
7		3041-029-054	DO DU VAN
6 & 7		3041-034-013	COVINGTON JOANN M
8		3046-025-013	NORTHDALE ORCHARDS
8		3046-025-017	HOOSHKAR INVESTMENT CORP
8		3046-034-022	HIKIN VLAD
8		3046-034-034	ELAM GERALDINE G
8		3046-034-036	GODINEZ JAVIER S
8		3046-034-037	GARMON VERNA
8		3046-034-038	POPE JEWELL V
8		3046-036-033	GUIANG ERLINDA E
8		3046-036-034	LEAKS JUANITA
8		3046-036-035	COX ALVIN E
8		3046-036-036	TASHJIAN GARY B & MARY V
8		3046-036-802	SO CALIF EDISON CO S B OF E PAR 1 MAP 148-19-462B
8		3046-036-804	SO CALIF EDISON CO S B OF E PAR 6 MAP 148-19-500
8		3046-036-806	SO CALIF EDISON CO SBE PAR 1 MAP 148-19-462C
8		3047-008-055	JOHNSON WALTER M & RUTH R
8		3047-008-063	JOHNSON W KEITH
8		3047-008-284	L A CITY DEPT OF WATER AND POWER
10		3048-002-032	EIGENBRODT R A & DORIS
10		3048-002-033	EIGENBRODT R A & DORIS

Transmission ROW parcel numbers and Land Owners

Tile No.	APN	Owner Name
10	3048-002-270	L A CITY DEPT OF WATER AND POWER
11	3048-011-019	CHUNG SOO C & YUNJA
11	3048-011-020	CHUNG SOO C & YUNJA
11	3048-011-021	DEMONTE LEO
10	3048-011-022	DEMONTE LEO
10	3048-014-102	HASSID YORAM
10	3048-015-012	TOTH NICHOLAS
10	3048-015-019	EQUITY TRUST CO CSTDN
10	3048-015-021	GRUBER JOSEPH L & BOGDA
10	3048-015-032	MIDBAR ENTERPRISES
10	3048-015-900	PALMDALE WATER DIST
9	3048-016-031	PIVOVAROFF THIRD FAMILY LTD PARTNERSHIP
9	3048-016-033	EAST WEST ASSET MANAGEMENT LLC
10	3048-016-036	AMERICAN GENERAL FINANCE INC
10	3048-016-037	RASSAMNI AJ
10	3048-016-039	SAID ADEL
10	3048-016-040	GHEDDISSI SHIRIN
9	3048-016-046	CONSUMERS HOLDING CO
10	3048-016-800	SO CALIF EDISON CO SB OF E PAR 1 MAP 148-19-471A
10	3048-016-904	LITTLEROCK CREEK IRRIGATION DIST
10	3048-016-906	LITTLEROCK CREEK IRRIGATION DIST
9	3048-018-048	SHIRLEY PAUL E & PHILIP L JR
9	3048-018-049	STEWART JOHN SR
9	3048-018-050	GREENFIELD ADAM
9	3048-018-051	REALUBIT HENO S & ASUNCION N
9	3048-018-058	SCATTAGLIA FRANCES M
9	3048-018-271	L A CITY DEPT OF WATER AND POWER
9	3048-020-030	SCATTAGLIA FRANCES M
9	3048-020-031	MEYER JAMES A & LORRAINE
9	3048-020-032	MEYER JAMES A & LORRAINE
9	3048-020-280	L A CITY DEPT OF WATER AND POWER
9	3048-021-027	FADR INVESTMENTS LLC
9	3048-021-028	COOK LLOYD J
10	3048-031-011	BILL PAPOTTA MINISTRIES INC
10	3048-031-014	IRA SERVICES CSTDN
10	3048-031-015	MIKAELIAN ARMENOUHI
10	3048-031-016	REILLY CHARLES J
10	3048-031-018	POLITES GARY & JOSEPHINE
10	3048-031-019	RIVERA RAFAEL & GRISELDA
10	3048-031-282	L A CITY DEPT OF WATER AND POWER
10	3048-031-901	PALMDALE WATER DISTRICT
11	3056-007-007	BRIDGER ELAINE
11	3056-007-016	PONCE JUAN

Tile No.		APN	Owner Name
11		3056-007-028	GHAZAL DAVID I & NARIMAN D
11		3056-007-029	LESH DARLA R
11		3056-007-273	L A CITY DEPT OF WATER AND POWER
11		3056-007-274	L A CITY DEPT OF WATER AND POWER
11		3056-007-275	L A CITY DEPT OF WATER AND POWER
11		3056-011-800	SO CALIF EDISON CO S B OF E PAR 1 MAP 148-19-500
11		3056-014-813	SO CALIF EDISON CO SBE PAR 1 MAP 148-19-458C 2PTS
11		3056-014-814	SO CALIF EDISON CO
11		3056-016-034	SHIN JUNG M
11		3056-016-035	SMALLWOOD DAVID L & SCOTT
11		3056-016-036	GUTIERREZ JUAN M
11		3056-016-276	L A CITY DEPT OF WATER AND POWER
5		3077-006-273	L A CITY
5		3077-006-274	L A CITY
5		3077-007-275	L A CITY
5		3077-007-276	L A CITY
5		3077-007-278	L A CITY
5		3077-009-274	L A CITY
5		3077-009-275	L A CITY
5		3077-009-280	L A CITY
5		3077-009-283	L A CITY
5		3077-009-287	L A CITY
5		3077-009-288	L A CITY
5		3077-009-291	L A CITY
6		3079-005-025	BERNARDO AIDA Q
6		3079-006-002	NOLAN GWENDOLYN
6		3079-006-009	NOLAN GWENDOLYN
6		3079-006-025	LOUIE WILLIAM W
6		3079-006-041	ARANA ANTHONY
6		3079-006-045	DOUST ABDUL W
6		3079-006-047	KAM BRADLEY Y
6		3079-006-049	KAM BRADLEY Y
6		3079-006-059	INOUYE ALLEN S & CHI W
6		3079-006-063	LUM SPENCER J & JERRY A
6		3079-008-004	JONES ROBERT J & FRANCES I
6		3079-008-005	PADILLA LAURA DEC'D OF
6		3079-008-012	ROBLES MARTHA I
6		3079-008-013	BROADBENT ELIZABETH C
6		3079-008-020	HOLLIDAY JONNIE J DECD OF
6		3079-008-021	LEE JOHN D
6		3079-012-002	WANG CHEN C & VICTORIA R
6		3079-012-049	TRAN MY V

Transmission ROW parcel numbers and Land Owners

Tile No.	APN	Owner Name
6	3079-012-052	TRAN TIMOTHY
6	3079-016-005	LEE SOOK J
6	3079-016-006	MAGANA ALBINO J
6	3079-016-007	ACOSTA ELPIDIO E
6	3079-016-008	LE TAM H & MARIE H
6	3079-017-005	CASTANEDA RAMON A
6	3079-017-006	CASTANEDA RAMON A
6	3079-017-007	MIKHAIL ADEL & ROSE
6	3079-017-008	BERCILLA HENRY C & MARGARITA A
2	3170-012-002	CALANDRI BARBARA J
1	3170-029-902	U S GOVT
1	3170-029-903	U S GOVT
4	3378-004-008	BOLTHOUSE PROPERTIES LLC
4	3378-013-001	LIM HENRY T & SIU T
4	3378-013-002	YANG HAI CHING J
4	3378-013-003	FERNANDO JOE P & PETER D
4	3378-013-004	RYAN WILLIAM J & CAROL D
4	3378-014-001	LEBOWE SAM
4	3378-014-003	KUNIMOTO TOKI
4	3378-014-004	JINQ SHIAN C & LI CHEM
4	3378-014-005	IRA SERVICES CSTDN FBO ZHAOHONG LI
4	3378-015-001	CAMPANO MELINDA S
4	3378-015-002	SIERRA CENTURY CORP
4	3378-015-026	BOYACK WALLACE T
4	3378-016-001	PACIFIC STATES LAND CORP
4	3378-016-004	TOM EDWARD J & ELIZABETH A
4	3378-016-005	WELTE ELISABETH
4	3378-016-021	QUINTERO GARTNER ANA M
4	3378-016-022	CAMPOS NARDITO I & NIMFA N
4	3378-016-900	CO SANITATION DIST NO 20
4	3380-007-001	MAIER FRANCES J
4	3380-007-002	NOR OR PUBLISHING ASSN INC
4	3380-007-003	ACHEE MARION E
4	3380-007-004	AUDELL HARRY & LILLIAN P
4	3380-008-001	THOMSEN DOUGLAS F
4	3380-008-002	TRAN JONATHAN
4	3380-008-003	POLZIN KAY A
4	3380-008-004	ROBLES JOAQUIN C & MARIA R
4	3380-009-272	L A CITY
4	3380-009-287	L A CITY
4	3380-010-270	L A CITY
4	3380-010-271	L A CITY
4	3380-010-277	L A CITY

Tile No.		APN	Owner Name
4		3380-010-278	L A CITY
2		3386-004-019	LESHIN CONSTANCE J
3		3386-014-002	QWEST ENGINEERING INC
3		3386-014-003	QWEST ENGINEERING INC

Transmission ROW parcel numbers and Land Owners

Tile No.	APN	Owner Name
5	3028-006-281	L A CITY
5	3028-007-271	L A CITY
5	3028-008-270	L A CITY
5	3028-008-274	L A CITY
5	3028-015-004	PHILLIPS MARIE E
5	3028-015-005	BTC PROPERTIES LLC
5	3028-015-034	GATES INVESTMENTS
5	3028-015-046	LINDEN HENRY N & SIV E
5	3028-015-047	SLATER WILLIAM
5	3028-015-054	THANG DUC PHAM
6	3028-016-002	PO YUN WU & PEN NING KANG
6	3028-016-004	IRA SERVICES CSTDN
6	3028-016-006	RYAN WARREN M
6	3028-016-008	THEAM CHAMROEUN
5 & 6	3028-016-013	PERLMAN MOSHE
6	3028-016-015	VOGES BRADLEY L
6	3028-016-016	OLSEN LYNN A
6	3028-016-026	LEMOR MARCOS & MONICA
7	3039-007-003	NAPIERSKIE GLENN P
7	3039-011-001	IRA SERVICES CSTDN FBO XIANG Y LIU
7	3039-011-002	KHAKI HOUSHANG
7	3039-011-003	OLIVER ODIS
7	3039-013-001	ASHBY DELLA
7	3039-013-007	ORTLIEB RICHARD
7	3039-013-010	MENDOZA CUAUHTEMOC & JULIA
7	3039-013-011	GUZMAN MARGARITO M & REYNA E
7	3039-013-022	MASON VIOLA J
7	3039-014-001	ASHBY DELLA
7	3039-014-007	HAYS PARIS
7	3039-014-010	YOUNG TRACY
7	3039-014-011	GONZALEZ JULIO P & MARTHA J
7	3039-014-022	BELKNAP MICHAEL R & LORI L
7	3039-016-001	WALLS ANA M
7	3039-016-002	GOMEZ ALONSO & MACRINA J
7	3039-016-017	MCHUGH FRANK
7	3039-019-025	GARCIA ROSITA M
8	3039-019-034	LEWIS AUDREY
7 & 8	3039-019-041	ONDROZECK RONALD D
7	3039-019-042	CHIANG SOONG T & SYLVIA B
7	3039-019-044	TAYLOR TOMMY T
7	3039-019-045	PADOR DOMINICA D
7	3039-019-046	IRA SERVICES CSTDN FBO DAVID M LU
7	3039-019-047	MILLER DAVID L

Tile No.	APN	Owner Name
7	3039-019-049	MARCH MARK A
7	3039-019-050	WOLFE ROSE
7	3039-019-053	ALTAMIMI ASIM S
7	3039-020-033	JU YOUN LEE
7	3039-020-034	PIELSTICK STEPHEN H & PATRICIA
7	3039-020-802	SOU PAC CO S B E PAR 4 MAP 872-19-140
7	3039-020-901	L A COUNTY S BY S
8	3039-029-036	VU KEVIN
8	3039-029-044	VILLABISENCIO LORRAINE
8	3039-029-045	VILLABISENCIO LORRAINE
8	3039-029-047	IRA SERVICES CSTDN FBO DAVID LIN SHENG
8	3039-029-048	HYUN CHUL LEE
8	3039-029-049	HENDERSON ORSON R
8	3039-030-909	STATE OF CALIF
7	3041-029-015	HORN HENRIETTE A
7	3041-029-016	ENTRUST ADMINISTRATION CSTDN
7	3041-029-029	BUCHAK EDWARD C
7	3041-029-030	PHANN ANN
7	3041-029-037	LE DAVID
7	3041-029-039	DROOZ FRANCES C
7	3041-029-052	LEONG DICK K & SHERON W
7	3041-029-053	MOREMAN HARRY J & LOIS C
7	3041-029-054	DO DU VAN
6 & 7	3041-034-013	COVINGTON JOANN M
8	3046-025-013	NORTHDALE ORCHARDS
8	3046-025-017	HOOSHKAR INVESTMENT CORP
8	3046-034-022	HIKIN VLAD
8	3046-034-034	ELAM GERALDINE G
8	3046-034-036	GODINEZ JAVIER S
8	3046-034-037	GARMON VERNA
8	3046-034-038	POPE JEWELL V
8	3046-036-033	GUIANG ERLINDA E
8	3046-036-034	LEAKS JUANITA
8	3046-036-035	COX ALVIN E
8	3046-036-036	TASHJIAN GARY B & MARY V
8	3046-036-802	SO CALIF EDISON CO S B OF E PAR 1 MAP 148-19-462B
8	3046-036-804	SO CALIF EDISON CO S B OF E PAR 6 MAP 148-19-500
8	3046-036-806	SO CALIF EDISON CO SBE PAR 1 MAP 148-19-462C
8	3047-008-055	JOHNSON WALTER M & RUTH R
8	3047-008-063	JOHNSON W KEITH
8	3047-008-284	L A CITY DEPT OF WATER AND POWER
10	3048-002-032	EIGENBRODT R A & DORIS
10	3048-002-033	EIGENBRODT R A & DORIS

Transmission ROW parcel numbers and Land Owners

Tile No.	APN	Owner Name
10	3048-002-270	L A CITY DEPT OF WATER AND POWER
11	3048-011-019	CHUNG SOO C & YUNJA
11	3048-011-020	CHUNG SOO C & YUNJA
11	3048-011-021	DEMONTE LEO
10	3048-011-022	DEMONTE LEO
10	3048-014-102	HASSID YORAM
10	3048-015-012	TOTH NICHOLAS
10	3048-015-019	EQUITY TRUST CO CSTDN
10	3048-015-021	GRUBER JOSEPH L & BOGDA
10	3048-015-032	MIDBAR ENTERPRISES
10	3048-015-900	PALMDALE WATER DIST
9	3048-016-031	PIVOVAROFF THIRD FAMILY LTD PARTNERSHIP
9	3048-016-033	EAST WEST ASSET MANAGEMENT LLC
10	3048-016-036	AMERICAN GENERAL FINANCE INC
10	3048-016-037	RASSAMNI AJ
10	3048-016-039	SAID ADEL
10	3048-016-040	GHEDDISSI SHIRIN
9	3048-016-046	CONSUMERS HOLDING CO
10	3048-016-800	SO CALIF EDISON CO SB OF E PAR 1 MAP 148-19-471A
10	3048-016-904	LITTLEROCK CREEK IRRIGATION DIST
10	3048-016-906	LITTLEROCK CREEK IRRIGATION DIST
9	3048-018-048	SHIRLEY PAUL E & PHILIP L JR
9	3048-018-049	STEWART JOHN SR
9	3048-018-050	GREENFIELD ADAM
9	3048-018-051	REALUBIT HENO S & ASUNCION N
9	3048-018-058	SCATTAGLIA FRANCES M
9	3048-018-271	L A CITY DEPT OF WATER AND POWER
9	3048-020-030	SCATTAGLIA FRANCES M
9	3048-020-031	MEYER JAMES A & LORRAINE
9	3048-020-032	MEYER JAMES A & LORRAINE
9	3048-020-280	L A CITY DEPT OF WATER AND POWER
9	3048-021-027	FADR INVESTMENTS LLC
9	3048-021-028	COOK LLOYD J
10	3048-031-011	BILL PAPOTTA MINISTRIES INC
10	3048-031-014	IRA SERVICES CSTDN
10	3048-031-015	MIKAELIAN ARMENOUHI
10	3048-031-016	REILLY CHARLES J
10	3048-031-018	POLITES GARY & JOSEPHINE
10	3048-031-019	RIVERA RAFAEL & GRISELDA
10	3048-031-282	L A CITY DEPT OF WATER AND POWER
10	3048-031-901	PALMDALE WATER DISTRICT
11	3056-007-007	BRIDGER ELAINE
11	3056-007-016	PONCE JUAN

Tile No.	APN	Owner Name
11	3056-007-028	GHAZAL DAVID I & NARIMAN D
11	3056-007-029	LESH DARLA R
11	3056-007-273	L A CITY DEPT OF WATER AND POWER
11	3056-007-274	L A CITY DEPT OF WATER AND POWER
11	3056-007-275	L A CITY DEPT OF WATER AND POWER
11	3056-011-800	SO CALIF EDISON CO S B OF E PAR 1 MAP 148-19-500
11	3056-014-813	SO CALIF EDISON CO SBE PAR 1 MAP 148-19-458C 2PTS
11	3056-014-814	SO CALIF EDISON CO
11	3056-016-034	SHIN JUNG M
11	3056-016-035	SMALLWOOD DAVID L & SCOTT
11	3056-016-036	GUTIERREZ JUAN M
11	3056-016-276	L A CITY DEPT OF WATER AND POWER
5	3077-006-273	L A CITY
5	3077-006-274	L A CITY
5	3077-007-275	L A CITY
5	3077-007-276	L A CITY
5	3077-007-278	L A CITY
5	3077-009-274	L A CITY
5	3077-009-275	L A CITY
5	3077-009-280	L A CITY
5	3077-009-283	L A CITY
5	3077-009-287	L A CITY
5	3077-009-288	L A CITY
5	3077-009-291	L A CITY
6	3079-005-025	BERNARDO AIDA Q
6	3079-006-002	NOLAN GWENDOLYN
6	3079-006-009	NOLAN GWENDOLYN
6	3079-006-025	LOUIE WILLIAM W
6	3079-006-041	ARANA ANTHONY
6	3079-006-045	DOUST ABDUL W
6	3079-006-047	KAM BRADLEY Y
6	3079-006-049	KAM BRADLEY Y
6	3079-006-059	INOUYE ALLEN S & CHI W
6	3079-006-063	LUM SPENCER J & JERRY A
6	3079-008-004	JONES ROBERT J & FRANCES I
6	3079-008-005	PADILLA LAURA DEC'D OF
6	3079-008-012	ROBLES MARTHA I
6	3079-008-013	BROADBENT ELIZABETH C
6	3079-008-020	HOLLIDAY JONNIE J DECD OF
6	3079-008-021	LEE JOHN D
6	3079-012-002	WANG CHEN C & VICTORIA R
6	3079-012-049	TRAN MY V
6	3079-012-052	TRAN TIMOTHY

Transmission ROW parcel numbers and Land Owners

Tile No.	APN	Owner Name
6	3079-016-005	LEE SOOK J
6	3079-016-006	MAGANA ALBINO J
6	3079-016-007	ACOSTA ELPIDIO E
6	3079-016-008	LE TAM H & MARIE H
6	3079-017-005	CASTANEDA RAMON A
6	3079-017-006	CASTANEDA RAMON A
6	3079-017-007	MIKHAIL ADEL & ROSE
6	3079-017-008	BERCILLA HENRY C & MARGARITA A
2	3170-012-002	CALANDRI BARBARA J
1	3170-029-902	U S GOVT
1	3170-029-903	U S GOVT
4	3378-004-008	BOLTHOUSE PROPERTIES LLC
4	3378-013-001	LIM HENRY T & SIU T
4	3378-013-002	YANG HAI CHING J
4	3378-013-003	FERNANDO JOE P & PETER D
4	3378-013-004	RYAN WILLIAM J & CAROL D
4	3378-014-001	LEBOWE SAM
4	3378-014-003	KUNIMOTO TOKI
4	3378-014-004	JINQ SHIAN C & LI CHEM
4	3378-014-005	IRA SERVICES CSTDN FBO ZHAOHONG LI
4	3378-015-001	CAMPANO MELINDA S
4	3378-015-002	SIERRA CENTURY CORP
4	3378-015-026	BOYACK WALLACE T
4	3378-016-001	PACIFIC STATES LAND CORP
4	3378-016-004	TOM EDWARD J & ELIZABETH A
4	3378-016-005	WELTE ELISABETH
4	3378-016-021	QUINTERO GARTNER ANA M
4	3378-016-022	CAMPOS NARDITO I & NIMFA N
4	3378-016-900	CO SANITATION DIST NO 20
4	3380-007-001	MAIER FRANCES J
4	3380-007-002	NOR OR PUBLISHING ASSN INC
4	3380-007-003	ACHEE MARION E
4	3380-007-004	AUDELL HARRY & LILLIAN P
4	3380-008-001	THOMSEN DOUGLAS F
4	3380-008-002	TRAN JONATHAN
4	3380-008-003	POLZIN KAY A
4	3380-008-004	ROBLES JOAQUIN C & MARIA R
4	3380-009-272	L A CITY
4	3380-009-287	L A CITY
4	3380-010-270	L A CITY
4	3380-010-271	L A CITY
4	3380-010-277	L A CITY
4	3380-010-278	L A CITY

Tile No.	APN	Owner Name
2	3386-004-019	LESHIN CONSTANCE J
3	3386-014-002	QWEST ENGINEERING INC
3	3386-014-003	QWEST ENGINEERING INC

STATE OF CALIFORNIA
ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

In the Matter of: **APPLICATION FOR CERTIFICATION for the *PALMDALE HYBRID POWER PROJECT***	**Docket No. 08-AFC-9** **PROOF OF SERVICE** ***(Revised 6/30/2009)***

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DECLARATION OF SERVICE

I, Sara Head, declare that on, July 22, 2009, I served and filed copies of the attached Palmdale Hybrid Power Project: Supplemental Responses from July 9, 2009 Committee Conference. The original document, filed with the Docket Unit, is accompanied by a copy of the most recent Proof of Service list, located on the web page for this project at: **[http://www.energy.ca.gov/sitingcases/palmdale/index.html]**. The document has been sent to both the other parties in this proceeding (as shown on the Proof of Service list) and to the Commission's Docket Unit, in the following manner:

(C*heck all that Apply*)

For service to all other parties:

____sent electronically to all email addresses on the Proof of Service list;

__X_ by personal delivery or by depositing in the United States mail at Camarillo, California with first-class postage thereon fully prepaid and addressed as provided on the Proof of Service list above to those addresses **NOT** marked "email preferred."

AND

For filing with the Energy Commission:

___ sending an original paper copy and one electronic copy, mailed and emailed respectively, to the address below (preferred method);

OR

_X_depositing in the mail an original and 12 paper copies, along with 13 CDs, as follows:

CALIFORNIA ENERGY COMMISSION
Attn: Docket No. 08-AFC-9
1516 Ninth Street, MS-4
Sacramento, CA 95814-5512

docket@energy.state.ca.us

I declare under penalty of perjury that the foregoing is true and correct.